



DEFENSE LOGISTICS AGENCY
DEFENSE REUTILIZATION & MARKETING SERVICE
DIRECTORATE OF ACQUISITION MANAGEMENT
KLEBER KASERNE, BLDG 3227
MANNHEIMER STRASSE
67657 KAISERSLAUTERN, GERMANY

IN REPLY REFER TO: DRMS-J-761

December 16, 2009

SUBJECT: Solicitation SP4520-10-R-0001, Removal and Disposal of Hazardous Waste from U.S. Military Installations in Spain

TO: ALL PROSPECTIVE OFFERORS

Request for Proposal (RFP), **SP4520-10-R-0001**, has been issued and can be accessed at <https://www.drms.dla.mil/newproc/solicitations.htm>. Services include but are not limited to the inspection, packaging/repackaging, loading, unloading, containerization, removal, transportation, storage, recycling, reuse, recovery, treatment and disposal of hazardous and regulated substances from U.S. installations in Spain (Naval Station Rota and Morón Air Base). Additional services include: waste sampling and chemical analysis, waste identification, sorting and packaging/repackaging, waste management services and purchase of containers and overpacks.

ONE ELECTRONIC VERSION OF YOUR PROPOSAL FOR THIS SOLICITATION IS REQUIRED. THE ELECTRONIC VERSION SHOULD BE COMPLETED, SIGNED AND FOWARDED TO: DRMS-E.Hazardous.Contracts.PHO@dlm.mil. NO LATER THAN: **3:00 pm, Tuesday, 19 January 2010.** In order to identify your proposal, please write in the subject line of the e-mail: RFP SP4520-10-R-0001, [YOUR COMPANY NAME], [RFP CLOSING]. Please review the proposal submission requirements listed in Sections L-1, L-2, and L-8 of the solicitation for more details. Any further questions concerning this solicitation shall be submitted no later than **Wednesday, 23 December 2009** (NOTE: Questions received after this date may not be addressed).

It is important to note that in accordance with Section H-8, **Correspondence in English**, and Section L-6, entitled, **Submission of Offers in the English Language**, offers submitted in response to this solicitation shall be completely in the English language. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. All costs incident thereto are the sole responsibility of the offeror and shall be borne by the offeror. Offers received in other than English shall be rejected.

In addition, please note that per Section I-54, **Central Contractor Registration**, registration in the Central Contractor Registration (CCR) database is now required in order to be eligible for award. Furthermore, in addition to the representations and certifications required by Section K, offerors will also be required to complete an additional set of representation and certifications on-line as per Section K-2, **Annual Representations and Certifications**.

If you have questions and/or concerns regarding this solicitation, please contact Tia Ahmed at phone number 0631-411-5328 or by e-mail at tia.ahmed@dla.mil or Jan Bonnet at phone number 0631-411-5325, FAX 0631-411-5225, or by e-mail at jan.bonnet@dla.mil .

Sincerely,

TIA R. AHMED
Contract Specialist
DRMS-J-761

Enclosure
RFP: SP4520-10-R-0001

| | | | | | |
|--|--|--|--|--|---------------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 109 PAGES |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER SP4520-10-R-0001 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | |
| 5. DATE ISSUED | | 6. REQUISITION/PURCHASE NUMBER SP4520-10-PR-0001 | | | |
| 7. ISSUED BY DEFENSE REUTILIZATION & MARKETING SERVICE DRMS-J761 Kleber Kaserne Bldg 3227/Rm 306 Mannheimer Strasse 67657 Kaiserslautern 67657 Kaiserslautern, Germany | | 8. ADDRESS OFFER TO (If other than Item 7) CODE SP4520 | | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

| | | | | | | | |
|---|------|---------------------------------------|---------|--|------|--|---------|
| SOLICITATION | | | | | | | |
| 9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>(See Block 7, Electronic Proposals (L-8))</u> until <u>15:00</u> local time <u>19 Jan 10</u> <div style="text-align: right;">(Hour) (Date)</div> | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME Jan E. Bonnet | | B. TELEPHONE (NO COLLECT CALLS) | | | |
| | | AREA CODE | NUMBER | EXT. | | | |
| | | 49 (0) 631-483-5325 | | C. E-MAIL ADDRESS jan.bonnet@dla.mil | | | |
| 11. TABLE OF CONTENTS | | | | | | | |
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| <input checked="" type="checkbox"/> | A | SOLICITATION/CONTRACT FORM | 1 | <input checked="" type="checkbox"/> | I | CONTRACT CLAUSES | 71-84 |
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| <input checked="" type="checkbox"/> | C | DESCRIPTION/SPECS./WORK STATEMENT | 29-51 | <input checked="" type="checkbox"/> | J | LIST OF ATTACHMENTS | 85 |
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| | | | | | |
|--|--------|---|--|----------------------|-------------------|
| OFFER (Must be fully completed by offeror) | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | | |
| | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | |
| | | | | | |
| 15B. TELEPHONE NUMBER | | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | 17. SIGNATURE | 18. OFFER DATE |
| AREA CODE | NUMBER | | | | |

| | | | | | |
|---|--|------------|--|---|----------------|
| AWARD (To be completed by Government) | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) () | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | |
| 24. ADMINISTERED BY (If other than Item 7) | | CODE | 25. PAYMENT WILL BE MADE BY | | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE |

SECTION B
SUPPLIES OR SERVICES AND PRICE/COST

B-1 STATEMENT OF SERVICES

DRMS-AE (OCT 2009)

(a) NON-PERSONAL Services to include a variety of hazardous waste (HW) management functions (e.g., inspection, packaging/repackaging, loading and unloading, removal, transportation, storage (if permissible), and disposal/recycling of hazardous and regulated substances within Spain at US military installations at Rota Naval Station and Morón Air Base.

(b) CLINs N6000-N6020, N6310, N6600-N6650, N6700-N6836, and N6900-N6910 are for additional services offered under this contract to include waste management services, pick-up and transport services, sampling and analytical services, waste identification, sorting, packaging/repackaging, expedited removal, and the purchase of containers or overpacks.

(c) The contract is to be a firm fixed unit price, indefinite delivery, indefinite quantity, type contract for a base period of eighteen (18) months, with two (2) eighteen (18) month option periods.

(d) The Government may opt to initiate Waste Management Services (CLIN N6310); however, such services may or may not be ordered.

B-2 INVOICES EXCLUSIVE OF TAXES OR DUTIES

DFARS 252.229-7000 (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

B-3 TAX EXEMPTIONS (SPAIN)

DFARS 252.229-7005 (JUN 1997)

(a) The Contractor represents that the contract prices, including subcontract prices, do not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

(b) In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the incumbent contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the following excise, luxury, and transaction taxes:

- (1) Derechos de Aduana (Customs Duties).
- (2) Impuesto de Compensacion a la Importacion (Compensation Tax on Imports).
- (3) Transmisiones Patrimoniales (Property Transfer Tax).
- (4) Impuesto Sobre el Lujo (Luxury Tax).
- (5) Actos Juridicos Documentados (Legal Official Transactions).
- (6) Impuesto Sobre el Trafico de Empresas (Business Trade Tax).
- (7) Impuestos Especiales de Fabricacion (Special Products Tax).
- (8) Impuesto Sobre el Petroleo y Derivados (Tax on Petroleum and its By-Products).
- (9) Impuesto Sobre el Uso de Telefonos (Telephone Tax).
- (10) Impuesto General Sobre la Renta de Sociedades y demas Entidades Juridicas (General Corporation Income Tax).

- (11) Impuesto Industrial (Industrial Tax).
- (12) Impuesto de Rentas Sobre el Capital (Capital Gains Tax).
- (13) Plus Vailia (Increase on Real Property).
- (14) Contribucion Territorial Urbana (Metropolitan Real Estate Tax).
- (15) Contribucion Territorial Rustica y Pecuaria (Farmland Real Estate Tax).
- (16) Impuestos de la Diputacion (County Service Charges).
- (17) Impuestos Municipal y Tasas Parafiscales (Municipal Tax and Charges).

B-4 BASIC AND OPTION PERIOD UNIT PRICING

DRMS 52.217-9R07 (SEP 2009)

Offerors are cautioned against offering more than one price, a range of prices, or a split bid with respect to any contract line item and are advised that, for purposes of this procurement, DRMS will consider any such method of pricing to be a material deviation from the bid schedule and/or a nonconforming proposal that will be excluded from further consideration. Offerors must list only one price for any individual CLIN in any single contract period. The following type of unit pricing WILL NOT be accepted:

1. Unit prices which exceed 2 digits right of the decimal
2. Unit prices of \$0.00 (zero)

Alternate proposals will be considered if L-64, FAR 52.215-1, Alternate II is included in this request for proposal (RFP). All alternate proposals will be properly marked as an Alternate Proposal and in accordance with L-64 (FAR 52.215-1, Alternate II). Any such proposal will be considered and evaluated by DRMS to the extent that time constraints allow and in accordance with L-64 (FAR 52.215-1, Alternate II).

B-5 CONTRACT MINIMUM/MAXIMUM

DRMS 52.217-9R08 (Jul 2001)

(a) This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options shall be 10% of the estimated value of the period. The maximum for the base and each of the price options shall be 200% of the estimated value of the period.

B-6 COMPENSATION FOR SERVICES

(a) In consideration of the performance of his undertakings under this contract, the contractor shall be paid (except as otherwise stated in this contract) the prices shown in the following price schedules.

(b) The unit price for CLINS N0400 – N3520, N6600 – N6830, and N8000 – N08070 shall include the identification, packaging, loading, removal, transportation, unloading, storage (if permissible) and disposal/recycling of specified wastes. Containers may require repackaging and labeling by the contractor prior to removal. Hazardous materials in original packaging, to be discarded, may or may not be suitable for proper transportation and may also require repackaging. The contractor must provide labels, overpack drums/containers, and packaging materials, when needed.

(c) All CLIN prices shall include the contractor's repackaging as required by Treatment, Storage, and Disposal Facilities (TSDF), coordination and scheduling with TSDFs (if items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials without additional cost to the US Government). These CLIN prices shall also include all administrative work to include coordination of appointments with transporters and TSDFs, providing, completing the manifests, to include entering the appropriate classification of the waste for transportation, obtaining the signatures from the generator and all invoicing requirements. Transportation to final disposal facility shall be included in each CLIN price.

BASE PERIOD - 18 MONTHS

Note: Catalog Number Refers to European Directive 91/1689 EEC, European Waste Catalog or HW Catalog

| CLIN NUMBER | CLIN DESCRIPTION | EST QTY | U/M | UNIT COST | TOTAL COST |
|---|--|------------|-----|--------------|---------------|
| N0400-N0599 Batteries | | | | | |
| N0400 | Batteries, Lithium | 400 | KG | _____ | _____ |
| N0410 | Batteries, Magnesium | 100 | KG | _____ | _____ |
| N0420 | Batteries, Nickel-Cadmium | 550 | KG | _____ | _____ |
| N0430 | Batteries, Mercury | 50 | KG | _____ | _____ |
| N0440 | Batteries, Dry Cell Mixed, including (but not limited to) alkaline, carbon zinc and manganese, pre-sorted for disposal | 1500 | KG | _____ | _____ |
| N0470 | Batteries, Lead Acid, Drained and undrained | 250 | KG | _____ | _____ |
| N0480 | Batteries, Gel filled | 100 | KG | _____ | _____ |
| N0600-N0699 Cylinders/Cartridges | | | | | |
| N0600 | Compressed Gas Cylinders, including (but not limited to) chlorofluocarbons, fluorine, bromine, acetylene, oxygen, and nitrogen (does not include chlorine) | 2000 | KG | _____ | _____ |
| N0610 | Cartridges, including but not limited to diesel starter, propane and butane | 160 | KG | _____ | _____ |
| N0620 | Compressed Gas Cylinders, including but not limited to chlorofluocarbons, fluorine, bromine, acetylene, oxygen, nitrogen, argon (does not include chlorine), damaged, unsuitable for transportation until repackaged. | 350 | KG | _____ | _____ |
| N1300-N1399 Acids | | | | | |
| N1300 | Inorganic Acids, including (but not limited to) nitric, phosphoric, sulfuric, and hydrochloric | 1000 | KG | _____ | _____ |
| N1310 | Organic Acids, including (but not limited to) acetic, formic, benzoic, and carboxylic | 350 | KG | _____ | _____ |
| N1330 | Battery Acid | 100 | KG | _____ | _____ |
| N1400-N1499 Bases | | | | | |
| N1400 | Bases and Mixtures of Bases, liquid or solid, including, but not limited to, sodium hydroxide, potassium hydroxide, metal hydroxides | 1500 | KG | _____ | _____ |
| N1410 | Ammonia and Ammonia Compounds, liquid or solid, including (but not limited to) cleaning solutions, fertilizers and urea | 60 | KG | _____ | _____ |

| | | | | | |
|--|---|------|----|-------|-------|
| N1420 | DS-2, Decontaminating Agent: Diethylene triamine 70%, ethylene glycol mono methyl ether 28% and sodium hydroxide 2% See clause C-32 | 125 | KG | _____ | _____ |
| N1500-N1599 Chlorine Containing Wastes | | | | | |
| N1500 | Chlorine Containing Compounds, liquid, including (but not limited to) laundry bleach | 150 | KG | _____ | _____ |
| N1510 | Chlorine Containing Compounds, solid, including (but not limited to) chlorinated lime and super tropical bleach [calcium hypochlorite] | 2100 | KG | _____ | _____ |
| N1520 | Chlorine Gas, in cylinders | 100 | KG | _____ | _____ |
| N1600-N1699 Alcohol and Solvents | | | | | |
| N1600 | Alcohol, including (but not limited to) methanol, isopropyl, and ethanol | 1500 | KG | _____ | _____ |
| N1610 | Solvents, non-halogenated, including (but not limited to) paint strippers, paint thinners, and dry cleaning solvents | 1000 | KG | _____ | _____ |
| N1620 | Solvent Sludge, non-halogenated, including (but not limited to) paint residue | 10 | KG | _____ | _____ |
| N1630 | Solvents, halogenated, including (but not limited to) paint strippers, paint thinners, and dry cleaning solvents | 100 | KG | _____ | _____ |
| N1640 | Solvent Sludge, halogenated, including (but not limited to) paint residue | 10 | KG | _____ | _____ |
| N1650 | Solid waste contaminated with solvents and/or petroleum aromatic hydrocarbons, including but not limited to, soil, cardboard, wood, and rags | 300 | KG | _____ | _____ |
| N1660 | Aromatic Hydrocarbons, including (but not limited to) toluene, benzene, and xylene | 20 | KG | _____ | _____ |
| N1700-N1799 Printing and Photographic Wastes | | | | | |
| N1700 | Printing Products, halogenated and non-halogenated, including (but not limited to) toners and inks | 500 | KG | _____ | _____ |
| N1710 | Photographic Products, halogenated and non-halogenated, including (but not limited to) fixers, bleaches, and developers | 400 | KG | _____ | _____ |
| N1800-N1899 Heavy Metal Containing Wastes, including (but not limited to) mercury, chromium, chromium VI, lead, iron, and beryllium | | | | | |
| N1800 | Heavy metal contaminated solid waste including, but not limited to, soil, fly ash, activated carbon, sand blast or similar media, rubber from shooting ranges, firing range residue, mudtrap waste and streetsweep, containing contaminants including, but not limited to chromium, chromium IV, mercury, lead, iron, zinc, and beryllium. | 4000 | KG | _____ | _____ |
| N1810 | Heavy metal contaminated liquid waste including, but not limited to, wash rack liquids, rinsate, and x-ray waste containing contaminants including but not limited to chromium, chromium VI, mercury, lead, iron, zinc, and beryllium. | 10 | KG | _____ | _____ |

| | | | | | |
|--------------|--|-------------|-----------|-------|-------|
| N1820 | Mercury, and mercury containing items including, but not limited to, mercury vapor lamps and dental amalgam | 1000 | KG | _____ | _____ |
|--------------|--|-------------|-----------|-------|-------|

N1900-N1999 Paint Waste

| | | | | | |
|--------------|--|-------------|-----------|-------|-------|
| N1900 | Paint, Non-Halogenated | 4000 | KG | _____ | _____ |
| N1910 | Paint, Halogenated | 1000 | KG | _____ | _____ |
| N1920 | Paint, Polyurethane , including (but not limited to) CARC paint | 100 | KG | _____ | _____ |
| N1930 | Paint Related Waste , including (but not limited to) brushes, empty containers [plastic or metal], filters, textiles, and cardboard | 6000 | KG | _____ | _____ |
| N1940 | Putties/Fillers/Caulk, halogenated and non-halogenated | 100 | KG | _____ | _____ |
| N1950 | Glues, Adhesives and resins, halogenated and non-halogenated | 1500 | KG | _____ | _____ |

N2000-N2099 Pesticides, Herbicides, Fungicides, and Insecticides

| | | | | | |
|--------------|--|------------|-----------|-------|-------|
| N2000 | Pesticides, Herbicides, Fungicides, and Insecticides, liquid , including (but not limited to) pure product, contaminated liquid, and creosote (organic and inorganic) | 150 | KG | _____ | _____ |
| N2010 | Pesticides, Herbicides, Fungicides, and Insecticides, solid , including (but not limited to) pure product or mixtures of product (organic and inorganic) | 50 | KG | _____ | _____ |
| N2020 | Pesticides, Herbicides, Fungicides, Insecticides, aerosol (organic and inorganic) | 300 | KG | _____ | _____ |

N2100-N2399 POL Waste

| | | | | | |
|--------------|--|-------------|-----------|-------|-------|
| N2100 | Waste Oil with no hazardous contaminants above the regulatory limits. Contaminated with, but not limited to, antifreeze, brake fluid, solvents, and sludge. Oils include, but not limited to, engine oil, transmission and lubricating oil, hydraulic oil, emulsions, and insulation and transformer oil. | 2400 | KG | _____ | _____ |
| N2130 | Oil, unused in various size containers including, but not limited to, transmission and lubrication oil, engine oil, insulation and transformer oil, and synthetic oil. | 3000 | KG | _____ | _____ |
| N2140 | Waste Oil including, but not limited to, engine, transmission and lubrication, hydraulic, insulation, transformer oil and emulsions. Contaminated with hazardous substances above the regulatory limit. | 2500 | KG | _____ | _____ |
| N2150 | Mixed Petroleum Liquid Waste , no hazardous contaminants above the regulatory limits including, but not limited to, fuels, oils, greases, and lubricants. Contaminated with, but not limited to, water, antifreeze, solvents, dirt, and sludge. Contains no hazardous substances. | 500 | KG | _____ | _____ |
| N2160 | Mixed Petroleum Liquid Waste , including but not limited to fuels, oils, lubricants, contaminated with hazardous substances above the applicable regulatory limit. | 1500 | KG | _____ | _____ |

| | | | | | |
|--------------|---|--------------|-----------|-------|-------|
| N2170 | Waste Fuel , including but not limited to diesel, gasoline, kerosene and aviation fuel. Contaminated with but not limited to brake fluid, antifreeze, water, dirt, solvents and sludges. No hazardous contaminants above the applicable regulatory limits. | 2500 | KG | _____ | _____ |
| N2180 | Grease , including (but not limited to) automotive grease. No hazardous contaminants above the applicable regulatory limit. | 1200 | KG | _____ | _____ |
| N2190 | POL Contaminated Solids , including (but not limited to) rags, absorbents, plastic containers, and activated carbon | 56000 | KG | _____ | _____ |
| N2200 | POL Contaminated Packaging Materials , including (but not limited to) paper, fiber, cardboard, and styrofoam | 700 | KG | _____ | _____ |
| N2210 | Filters , may be contaminated with (but not limited to) fuel and oil | 15000 | KG | _____ | _____ |
| N2220 | POL Contaminated liquids and sludges including, but not limited to, wash rack and oil water separator waste. | 1700 | KG | _____ | _____ |
| N2230 | POL Contaminated Soil \leq 3% contamination | 800 | KG | _____ | _____ |
| N2240 | POL Contaminated Soil, > 3% contamination | 11600 | KG | _____ | _____ |
| N2250 | Diethylene Glycol, including but not limited to brake fluid | 100 | KG | _____ | _____ |
| N2260 | Oil/Water Separator - Evacuation and removal of contents , including (but not limited to) fuel, oil, water, and sediment. | 2250 | KG | _____ | _____ |

N2400-N2899 Miscellaneous Waste Streams

| | | | | | |
|--------------|--|-------------|-----------|-------|-------|
| N2410 | Tar/ Bitumen / Asphalt | 50 | KG | _____ | _____ |
| N2420 | Aerosol Cans, ferric metal with harmful residual contents , no pesticides or polyurethane foam | 675 | KG | _____ | _____ |
| N2430 | Polyurethane Foam, aerosol or solid | 100 | KG | _____ | _____ |
| N2440 | Asbestos and Asbestos Bearing Items , including (but not limited to) brake shoes, safes, and file cabinets | 100 | KG | _____ | _____ |
| N2445 | Fiberglass and Fiberglass Bearing Items, including (but not limited to) insulation for buildings, safes and file cabinets | 5000 | KG | _____ | _____ |
| N2460 | Wood , treated with (but not limited to) creosote, PCP, pesticides, and paint | 50 | KG | _____ | _____ |
| N2470 | Fire Extinguishing Residue, liquid and solid | 5000 | KG | _____ | _____ |
| N2480 | Fire Extinguishers Canisters, liquid or solid residue | 5000 | KG | _____ | _____ |
| N2500 | Desiccants | 160 | KG | _____ | _____ |
| N2510 | Salts, variable solubility | 250 | KG | _____ | _____ |
| N2520 | Peroxides, liquids and solids | 20 | KG | _____ | _____ |
| N2530 | Medicine, uncontrolled | 150 | KG | _____ | _____ |

| | | | | | |
|---|--|------|----|-------|-------|
| N2540 | Light tubes and lamps including, but not limited to, fluorescent light tubes and sodium vapor lamps | 3500 | KG | _____ | _____ |
| N2550 | Detergents and soaps, solids and liquids , including (but not limited to) household and industrial products | 1000 | KG | _____ | _____ |
| N2560 | Cleaning Compounds, liquids and solids , including (but not limited to) furniture and equipment polish, rubbing compounds, metal cleaners, and wax | 1000 | KG | _____ | _____ |
| N2570 | Antifreeze and Anti- Icing Compounds , including but not limited to products containing ethylene glycol and propylene glycol that may be contaminated with (but not limited to) dirt, oil, water and fuel | 8000 | KG | _____ | _____ |
| N2590 | Spill Residue , including (but not limited to) absorbents, rags, soil, and debris from clean-up of chemical spills (no POLs) | 500 | KG | _____ | _____ |
| N2600 | Containers, Metal \leq 50 cm , previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2610 | Containers, Metal $>$ 50 cm , previous hazardous contents include (but not limited to) oil, paint, and acid | 1700 | KG | _____ | _____ |
| N2620 | Containers, Plastic \leq 50 cm , previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2630 | Containers, Plastic $>$ 50 cm , previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2650 | Chemical Defense Equipment See clause C-32 | 675 | KG | _____ | _____ |
| N2660 | Flameless Ration Heaters , may contain magnesium or other water reactive chemicals | 10 | KG | _____ | _____ |
| N3000-N3520 PCB Items | | | | | |
| N3000 | PCB Containing Items $<$ 50 ppm including, but not limited to, transformers, capacitors, switches, soil, absorbent, debris, cables and textiles. May contain liquid. | 50 | KG | _____ | _____ |
| N3020 | PCB Containing Items 50-499 ppm including, but not limited to, transformers, capacitors, switches, soil, absorbent, debris, cables, and textiles. May contain liquid. | 800 | KG | _____ | _____ |
| N3030 | PCB Contaminated Liquids 50-499 ppm , including but not limited to oil and water | 150 | KG | _____ | _____ |
| N3505 | Electronic Scrap , includes television sets, cathode ray tube (CRT) computer monitors, flat screen monitors and laptop computer monitors (Appropriated Fund Activities Only) | 500 | EA | _____ | _____ |
| N6000-N6020 Transportation Services and Expedited Services | | | | | |
| N6000 | Expedited Removal Surcharge , removal of waste within 2 work days of delivery order/call See clause F-8.5 | 1 | EA | _____ | _____ |
| N6015 | Expedited Removal Surcharge , removal of waste within 5 work days of delivery order/call See clause F-8.5 | 1 | EA | _____ | _____ |
| N6020 | HW Transport Services , removal of waste from Accumulation Point(s) to the Conforming Storage Facility, Naval Station Rota | 1 | EA | _____ | _____ |

| N6100-N6399 Waste Management Services (minimum order 6 months) | | | | | |
|--|--|----|----|-------|-------|
| N6310 | Waste Management Services, Naval Station Rota See clauses C-24.3.1, C-24.1 | 18 | MO | _____ | _____ |
| | | | | | |
| N6600-N6699 Lab Analysis/Labels/Document Prep/Reports | | | | | |
| N6600 | Identification of Unknown liquids or solids for disposal classification. The CLIN includes sample collection and analysis and completion of a Hazardous waste Profile Sheet. See clause C-21.3 | 6 | EA | _____ | _____ |
| N6605 | Identification of unknown compressed gases for disposal classification The CLIN includes sample collection and analysis and completion of a Hazardous Waste Profile Sheet. | 1 | EA | _____ | _____ |
| N6610 | PCB Analysis of Electrical Equipment. CLIN includes sample collection and analysis | 2 | EA | _____ | _____ |
| N6620 | PCB Analysis of waste oil. The CLIN includes sample collection and analysis | 6 | EA | _____ | _____ |
| N6621A | Perform pH Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621B | Perform Sampling and Analysis for Chromium VI content | 1 | EA | _____ | _____ |
| N6621C | Perform Sampling and Analysis for Cyanide content | 1 | EA | _____ | _____ |
| N6621D | Perform Sampling and Analysis for Nitrite content | 1 | EA | _____ | _____ |
| N6621E | Perform Sampling and Analysis for Arsenic content | 1 | EA | _____ | _____ |
| N6621F | Perform Sampling and Analysis for Lead content | 1 | EA | _____ | _____ |
| N6621G | Perform Sampling and Analysis for Cadmium content | 1 | EA | _____ | _____ |
| N6621H | Perform Sampling and Analysis for Copper content | 1 | EA | _____ | _____ |
| N6621J | Perform Sampling and Analysis for Zinc content | 1 | EA | _____ | _____ |
| N6621K | Perform Sampling and Analysis for Phenol content | 1 | EA | _____ | _____ |
| N6621L | Perform Total Organic Halogen Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621M | Perform Sampling and Analysis for Heavy Metals (TCLP) | 1 | EA | _____ | _____ |
| N6621N | Perform Total Petroleum Hydrocarbon (TPH) Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621P | Perform Sampling and Analysis to determine Flashpoint | 1 | EA | _____ | _____ |
| N6621R | Perform Sampling and Analysis to determine Heat Value (BTU) | 1 | EA | _____ | _____ |
| N6621S | Perform Sampling and Analysis for Mercury content | 1 | EA | _____ | _____ |
| N6621T | Perform Asbestos Sampling and Analysis | 1 | EA | _____ | _____ |

| | | | | | |
|---|---|-----|----|-------|-------|
| N6621U | Perform Sampling and Analysis for Organics to determine Volatile (<100 Deg. C) and semi-volatile (100 - 300 Deg. C) organics | 1 | EA | _____ | _____ |
| N6621V | Perform Sampling and Analysis for percent Water | 1 | EA | _____ | _____ |
| N6621W | Perform Sampling and Analysis for Melting Point | 1 | EA | _____ | _____ |
| N6621X | Perform Sampling and Analysis for Boiling Point See clause C-21.3 | 1 | EA | _____ | _____ |
| N6635 | Provide Certificates of Destruction See clause C-33 | 5 | EA | _____ | _____ |
| N6650 | Preparation of annual Host Nation Environmental Reports See clause C-18.5.3 | 1 | EA | _____ | _____ |
| N6700-N6899 PURCHASE OF CONTAINERS/OVERPACKS | | | | | |
| N6700 | Purchase of 30 Liter Containers UN approved for hazardous solids. See clause C-26 | 25 | EA | _____ | _____ |
| N6710 | Purchase of 30 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6720 | Purchase of 60 Liter Containers UN approved for hazardous solids. | 12 | EA | _____ | _____ |
| N6730 | Purchase of 60 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6750 | Purchase of 120 Liter Containers UN approved for hazardous solids. | 1 | EA | _____ | _____ |
| N6760 | Purchase of 120 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6770 | Purchase of 120 Liter Containers with valves UN approved for spray cans. | 1 | EA | _____ | _____ |
| N6780 | Purchase of 200 Liter Containers UN approved for hazardous solids. | 5 | EA | _____ | _____ |
| N6790 | Purchase of 200 Liter Containers UN approved for hazardous liquids. | 80 | EA | _____ | _____ |
| N6815 | Purchase of 200 Liter Containers with valve UN approved for aerosols. | 25 | EA | _____ | _____ |
| N6820 | Purchase of Overpack for 200 liter drums UN approved for solids and liquids. | 30 | EA | _____ | _____ |
| N6830 | Purchase of Big Bags, 1 cbm UN approved hazardous waste. | 1 | EA | _____ | _____ |
| N6836 | Purchase of 1000 Liter Containers (IBC), UN approved for hazardous with metal support frame See clause C-26 | 5 | EA | _____ | _____ |
| N6900-6910 IDENTIFY, SORT, PACKAGE (REPACKAGE) WASTE | | | | | |
| N6900 | Waste Segregation and Packaging/ Repackaging/ Inventory, minimum order 50 kg See clause C-24.2.2 | 100 | KG | _____ | _____ |
| N6910 | Lab Packs, packaging and disposal of organic and inorganic chemicals and reagents from school or medical laboratories. See clause C-23 | 100 | KG | _____ | _____ |

| | | | | | |
|---|---|----|----|-------|-------|
| N6920 | CONTAINER LABELS | | | | |
| N6920 | Container labels, self adhesive, weather resistant | 20 | EA | _____ | _____ |
| N6930 | PACKAGE MATERIALS | | | | |
| N6930 | Purchase of Package Material for HW packing, 20 KG bags | 20 | EA | _____ | _____ |
| N8000-N8010 | FREON APPLIANCES | | | | |
| N8000 | Removal and recycling/disposal of freon containing appliances, including (but not limited to) refrigerators, freezers, air conditioners, ice machines, and cooling units of maximum dimensions: 90 cm H X 70 cm W X 60 cm D. Maximum weight 50 kg. | 50 | EA | _____ | _____ |
| N8010 | Removal and recycling/disposal of freon containing appliances, including (but not limited to) refrigerators, freezers, air conditioners, ice machines, and cooling units larger than dimensions: 200 cm H x 100 cm W X 100 cm D. Maximum weight 100 kg. | 50 | EA | _____ | _____ |
| TOTAL ESTIMATED AMOUNT – BASE PERIOD | | | | | _____ |

OPTION PERIOD I - 18 MONTHS

Note: Catalog Number Refers to European Directive 91/1689 EEC, European Waste Catalog or HW Catalog

| CLIN NUMBER | CLIN DESCRIPTION | EST QTY | U/M | UNIT COST | TOTAL COST |
|---|--|------------|-----|--------------|---------------|
| N0400-N0599 Batteries | | | | | |
| N0400 | Batteries, Lithium | 400 | KG | _____ | _____ |
| N0410 | Batteries, Magnesium | 100 | KG | _____ | _____ |
| N0420 | Batteries, Nickel-Cadmium | 550 | KG | _____ | _____ |
| N0430 | Batteries, Mercury | 50 | KG | _____ | _____ |
| N0440 | Batteries, Dry Cell Mixed, including (but not limited to) alkaline, carbon zinc and manganese, pre-sorted for disposal | 1500 | KG | _____ | _____ |
| N0470 | Batteries, Lead Acid, Drained and undrained | 250 | KG | _____ | _____ |
| N0480 | Batteries, Gel filled | 100 | KG | _____ | _____ |
| N0600-N0699 Cylinders/Cartridges | | | | | |
| N0600 | Compressed Gas Cylinders, including (but not limited to) chlorofluocarbons, fluorine, bromine, acetylene, oxygen, and nitrogen (does not include chlorine) | 2000 | KG | _____ | _____ |
| N0610 | Cartridges, including but not limited to diesel starter, propane and butane | 160 | KG | _____ | _____ |
| N0620 | Compressed Gas Cylinders, including but not limited to chlorofluocarbons, fluorine, bromine, acetylene, oxygen, nitrogen, argon (does not include chlorine), damaged, unsuitable for transportation until repackaged. | 350 | KG | _____ | _____ |
| N1300-N1399 Acids | | | | | |
| N1300 | Inorganic Acids, including (but not limited to) nitric, phosphoric, sulfuric, and hydrochloric | 1000 | KG | _____ | _____ |
| N1310 | Organic Acids, including (but not limited to) acetic, formic, benzoic, and carboxylic | 350 | KG | _____ | _____ |
| N1330 | Battery Acid | 100 | KG | _____ | _____ |
| N1400-N1499 Bases | | | | | |

| | | | | | |
|---|---|-------------|-----------|-------|-------|
| N1400 | Bases and Mixtures of Bases, liquid or solid , including, but not limited to, sodium hydroxide, potassium hydroxide, metal hydroxides | 1500 | KG | _____ | _____ |
| N1410 | Ammonia and Ammonia Compounds, liquid or solid , including (but not limited to) cleaning solutions, fertilizers and urea | 60 | KG | _____ | _____ |
| N1420 | DS-2, Decontaminating Agent: Diethylene triamine 70%, ethylene glycol mono methyl ether 28% and sodium hydroxide 2% | 125 | KG | _____ | _____ |
| N1500-N1599 Chlorine Containing Wastes | | | | | |
| N1500 | Chlorine Containing Compounds, liquid , including (but not limited to) laundry bleach | 150 | KG | _____ | _____ |
| N1510 | Chlorine Containing Compounds, solid , including (but not limited to) chlorinated lime and super tropical bleach [calcium hypochlorite] | 2100 | KG | _____ | _____ |
| N1520 | Chlorine Gas, in cylinders | 100 | KG | _____ | _____ |
| N1600-N1699 Alcohol and Solvents | | | | | |
| N1600 | Alcohol , including (but not limited to) methanol, isopropyl, and ethanol | 1500 | KG | _____ | _____ |
| N1610 | Solvents, non-halogenated , including (but not limited to) paint strippers, paint thinners, and dry cleaning solvents | 1000 | KG | _____ | _____ |
| N1620 | Solvent Sludge, non-halogenated , including (but not limited to) paint residue | 10 | KG | _____ | _____ |
| N1630 | Solvents, halogenated , including (but not limited to) paint strippers, paint thinners, and dry cleaning solvents | 100 | KG | _____ | _____ |
| N1640 | Solvent Sludge, halogenated , including (but not limited to) paint residue | 10 | KG | _____ | _____ |
| N1650 | Solid waste contaminated with solvents and/or petroleum aromatic hydrocarbons , including but not limited to, soil, cardboard, wood, and rags | 300 | KG | _____ | _____ |
| N1660 | Aromatic Hydrocarbons , including (but not limited to) toluene, benzene, and xylene | 20 | KG | _____ | _____ |
| N1700-N1799 Printing and Photographic Wastes | | | | | |
| N1700 | Printing Products, halogenated and non-halogenated , including (but not limited to) toners and inks | 500 | KG | _____ | _____ |
| N1710 | Photographic Products, halogenated and non-halogenated , including (but not limited to) fixers, bleaches, and developers | 400 | KG | _____ | _____ |
| N1800-N1899 Heavy Metal Containing Wastes , including (but not limited to) mercury, chromium, chromium VI, lead, iron, and beryllium | | | | | |
| N1800 | Heavy metal contaminated solid waste including, but not limited to, soil, fly ash, activated carbon, sand blast or similar media, rubber from shooting ranges, firing range residue, mudtrap waste and streetsweep, containing contaminants including, but not limited to chromium, chromium IV, mercury, lead, iron, zinc, and beryllium. | 4000 | KG | _____ | _____ |

| | | | | | |
|---|--|-------------|-----------|-------|-------|
| N1810 | Heavy metal contaminated liquid waste including, but not limited to, wash rack liquids, rinsate, and x-ray waste containing contaminants including but not limited to chromium, chromium VI, mercury, lead, iron, zinc, and beryllium. | 10 | KG | _____ | _____ |
| N1820 | Mercury, and mercury containing items including, but not limited to, mercury vapor lamps and dental amalgam | 1000 | KG | _____ | _____ |
| N1900-N1999 Paint Waste | | | | | |
| N1900 | Paint, Non-Halogenated | 4000 | KG | _____ | _____ |
| N1910 | Paint, Halogenated | 1000 | KG | _____ | _____ |
| N1920 | Paint, Polyurethane , including (but not limited to) CARC paint | 100 | KG | _____ | _____ |
| N1930 | Paint Related Waste , including (but not limited to) brushes, empty containers [plastic or metal], filters, textiles, and cardboard | 6000 | KG | _____ | _____ |
| N1940 | Putties/Fillers/Caulk, halogenated and non-halogenated | 100 | KG | _____ | _____ |
| N1950 | Glues, Adhesives and resins, halogenated and non-halogenated | 1500 | KG | _____ | _____ |
| N2000-N2099 Pesticides, Herbicides, Fungicides, and Insecticides | | | | | |
| N2000 | Pesticides, Herbicides, Fungicides, and Insecticides, liquid , including (but not limited to) pure product, contaminated liquid, and creosote (organic and inorganic) | 150 | KG | _____ | _____ |
| N2010 | Pesticides, Herbicides, Fungicides, and Insecticides, solid , including (but not limited to) pure product or mixtures of product (organic and inorganic) | 50 | KG | _____ | _____ |
| N2020 | Pesticides, Herbicides, Fungicides, Insecticides, aerosol (organic and inorganic) | 300 | KG | _____ | _____ |
| N2100-N2399 POL Waste | | | | | |
| N2100 | Waste Oil with no hazardous contaminants above the regulatory limits. Contaminated with, but not limited to, antifreeze, brake fluid, solvents, and sludge. Oils include, but not limited to, engine oil, transmission and lubricating oil, hydraulic oil, emulsions, and insulation and transformer oil. | 2400 | KG | _____ | _____ |
| N2130 | Oil, unused in various size containers including, but not limited to, transmission and lubrication oil, engine oil, insulation and transformer oil, and synthetic oil. | 3000 | KG | _____ | _____ |
| N2140 | Waste Oil including, but not limited to, engine, transmission and lubrication, hydraulic, insulation, transformer oil and emulsions. Contaminated with hazardous substances above the regulatory limit. | 2500 | KG | _____ | _____ |
| N2150 | Mixed Petroleum Liquid Waste , no hazardous contaminants above the regulatory limits including, but not limited to, fuels, oils, greases, and lubricants. Contaminated with, but not limited to, water, antifreeze, solvents, dirt, and sludge. Contains no hazardous substances. | 500 | KG | _____ | _____ |

| | | | | | |
|--------------|---|--------------|-----------|-------|-------|
| N2160 | Mixed Petroleum Liquid Waste , including but not limited to fuels, oils, lubricants, contaminated with hazardous substances above the applicable regulatory limit. | 1500 | KG | _____ | _____ |
| N2170 | Waste Fuel , including but not limited to diesel, gasoline, kerosene and aviation fuel. Contaminated with but not limited to brake fluid, antifreeze, water, dirt, solvents and sludges. No hazardous contaminants above the applicable regulatory limits. | 2500 | KG | _____ | _____ |
| N2180 | Grease , including (but not limited to) automotive grease. No hazardous contaminants above the applicable regulatory limit. | 1200 | KG | _____ | _____ |
| N2190 | POL Contaminated Solids , including (but not limited to) rags, absorbents, plastic containers, and activated carbon | 56000 | KG | _____ | _____ |
| N2200 | POL Contaminated Packaging Materials , including (but not limited to) paper, fiber, cardboard, and styrofoam | 700 | KG | _____ | _____ |
| N2210 | Filters , may be contaminated with (but not limited to) fuel and oil | 15000 | KG | _____ | _____ |
| N2220 | POL Contaminated liquids and sludges including, but not limited to, wash rack and oil water separator waste. | 1700 | KG | _____ | _____ |
| N2230 | POL Contaminated Soil ≤ 3% contamination | 800 | KG | _____ | _____ |
| N2240 | POL Contaminated Soil, > 3% contamination | 11600 | KG | _____ | _____ |
| N2250 | Diethylene Glycol , including but not limited to brake fluid | 100 | KG | _____ | _____ |
| N2260 | Oil/Water Separator - Evacuation and removal of contents , including (but not limited to) fuel, oil, water, and sediment. | 2250 | KG | _____ | _____ |

N2400-N2899 Miscellaneous Waste Streams

| | | | | | |
|--------------|--|-------------|-----------|-------|-------|
| N2410 | Tar/ Bitumen / Asphalt | 50 | KG | _____ | _____ |
| N2420 | Aerosol Cans, ferric metal with harmful residual contents , no pesticides or polyurethane foam | 675 | KG | _____ | _____ |
| N2430 | Polyurethane Foam, aerosol or solid | 100 | KG | _____ | _____ |
| N2440 | Asbestos and Asbestos Bearing Items , including (but not limited to) brake shoes, safes, and file cabinets | 100 | KG | _____ | _____ |
| N2445 | Fiberglass and Fiberglass Bearing Items, including (but not limited to) insulation for buildings, safes and file cabinets | 5000 | KG | _____ | _____ |
| N2460 | Wood , treated with (but not limited to) creosote, PCP, pesticides, and paint | 50 | KG | _____ | _____ |
| N2470 | Fire Extinguishing Residue, liquid and solid | 5000 | KG | _____ | _____ |
| N2480 | Fire Extinguishers Canisters, liquid or solid residue | 5000 | KG | _____ | _____ |
| N2500 | Desiccants | 160 | KG | _____ | _____ |
| N2510 | Salts, variable solubility | 250 | KG | _____ | _____ |

| | | | | | |
|---|--|------|----|-------|-------|
| N2520 | Peroxides, liquids and solids | 20 | KG | _____ | _____ |
| N2530 | Medicine, uncontrolled | 150 | KG | _____ | _____ |
| N2540 | Light tubes and lamps including, but not limited to, fluorescent light tubes and sodium vapor lamps | 3500 | KG | _____ | _____ |
| N2550 | Detergents and soaps, solids and liquids, including (but not limited to) household and industrial products | 1000 | KG | _____ | _____ |
| N2560 | Cleaning Compounds, liquids and solids, including (but not limited to) furniture and equipment polish, rubbing compounds, metal cleaners, and wax | 1000 | KG | _____ | _____ |
| N2570 | Antifreeze and Anti- Icing Compounds, including but not limited to products containing ethylene glycol and propylene glycol that may be contaminated with (but not limited to) dirt, oil, water and fuel | 8000 | KG | _____ | _____ |
| N2590 | Spill Residue, including (but not limited to) absorbents, rags, soil, and debris from clean-up of chemical spills (no POLs) | 500 | KG | _____ | _____ |
| N2600 | Containers, Metal \leq 50 cm, previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2610 | Containers, Metal $>$ 50 cm, previous hazardous contents include (but not limited to) oil, paint, and acid | 1700 | KG | _____ | _____ |
| N2620 | Containers, Plastic \leq 50 cm, previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2630 | Containers, Plastic $>$ 50 cm, previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2650 | Chemical Defense Equipment | 675 | KG | _____ | _____ |
| N2660 | Flameless Ration Heaters, may contain magnesium or other water reactive chemicals | 10 | KG | _____ | _____ |
| N3000-N3520 PCB Items | | | | | |
| N3000 | PCB Containing Items $<$ 50 ppm including, but not limited to, transformers, capacitors, switches, soil, absorbent, debris, cables and textiles. May contain liquid. | 50 | KG | _____ | _____ |
| N3020 | PCB Containing Items 50-499 ppm including, but not limited to, transformers, capacitors, switches, soil, absorbent, debris, cables, and textiles. May contain liquid. | 800 | KG | _____ | _____ |
| N3030 | PCB Contaminated Liquids 50-499 ppm, including but not limited to oil and water | 150 | KG | _____ | _____ |
| N3505 | Electronic Scrap, includes television sets, cathode ray tube (CRT) computer monitors, flat screen monitors and laptop computer monitors (Appropriated Fund Activities Only) | 500 | EA | _____ | _____ |
| N6000-N6020 Transportation Services and Expedited Services | | | | | |
| N6000 | Expedited Removal Surcharge, removal of waste within 2 work days of delivery order/call | 1 | EA | _____ | _____ |
| N6015 | Expedited Removal Surcharge, removal of waste within 5 work days of delivery order/call | 1 | EA | _____ | _____ |

| | | | | | |
|--|--|----|----|-------|-------|
| N6020 | HW Transport Services, removal of waste from Accumulation Point(s) to the Conforming Storage Facility, Naval Station Rota | 1 | EA | _____ | _____ |
| N6100-N6399 Waste Management Services (minimum order 6 months) | | | | | |
| N6310 | Waste Management Services, Naval Station Rota | 18 | MO | _____ | _____ |
| N6600-N6699 Lab Analysis/Labels/Document Prep/Reports | | | | | |
| N6600 | Identification of Unknown liquids or solids for disposal classification. The CLIN includes sample collection and analysis and completion of a Hazardous waste Profile Sheet. | 6 | EA | _____ | _____ |
| N6605 | Identification of unknown compressed gases for disposal classification The CLIN includes sample collection and analysis and completion of a Hazardous Waste Profile Sheet. | 1 | EA | _____ | _____ |
| N6610 | PCB Analysis of Electrical Equipment. CLIN includes sample collection and analysis | 2 | EA | _____ | _____ |
| N6620 | PCB Analysis of waste oil. The CLIN includes sample collection and analysis | 6 | EA | _____ | _____ |
| N6621A | Perform pH Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621B | Perform Sampling and Analysis for Chromium VI content | 1 | EA | _____ | _____ |
| N6621C | Perform Sampling and Analysis for Cyanide content | 1 | EA | _____ | _____ |
| N6621D | Perform Sampling and Analysis for Nitrite content | 1 | EA | _____ | _____ |
| N6621E | Perform Sampling and Analysis for Arsenic content | 1 | EA | _____ | _____ |
| N6621F | Perform Sampling and Analysis for Lead content | 1 | EA | _____ | _____ |
| N6621G | Perform Sampling and Analysis for Cadmium content | 1 | EA | _____ | _____ |
| N6621H | Perform Sampling and Analysis for Copper content | 1 | EA | _____ | _____ |
| N6621J | Perform Sampling and Analysis for Zinc content | 1 | EA | _____ | _____ |
| N6621K | Perform Sampling and Analysis for Phenol content | 1 | EA | _____ | _____ |
| N6621L | Perform Total Organic Halogen Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621M | Perform Sampling and Analysis for Heavy Metals (TCLP) | 1 | EA | _____ | _____ |
| N6621N | Perform Total Petroleum Hydrocarbon (TPH) Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621P | Perform Sampling and Analysis to determine Flashpoint | 1 | EA | _____ | _____ |
| N6621R | Perform Sampling and Analysis to determine Heat Value (BTU) | 1 | EA | _____ | _____ |

| | | | | | |
|---|--|-----|----|-------|-------|
| N6621S | Perform Sampling and Analysis for Mercury content | 1 | EA | _____ | _____ |
| N6621T | Perform Asbestos Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621U | Perform Sampling and Analysis for Organics to determine Volatile (<100 Deg. C) and semi-volatile (100 - 300 Deg. C) organics | 1 | EA | _____ | _____ |
| N6621V | Perform Sampling and Analysis for percent Water | 1 | EA | _____ | _____ |
| N6621W | Perform Sampling and Analysis for Melting Point | 1 | EA | _____ | _____ |
| N6621X | Perform Sampling and Analysis for Boiling Point | 1 | EA | _____ | _____ |
| N6635 | Provide Certificates of Destruction | 5 | EA | _____ | _____ |
| N6650 | Preparation of annual Host Nation Environmental Reports | 1 | EA | _____ | _____ |
| N6700-N6899 PURCHASE OF CONTAINERS/OVERPACKS | | | | | |
| N6700 | Purchase of 30 Liter Containers UN approved for hazardous solids. | 25 | EA | _____ | _____ |
| N6710 | Purchase of 30 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6720 | Purchase of 60 Liter Containers UN approved for hazardous solids. | 12 | EA | _____ | _____ |
| N6730 | Purchase of 60 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6750 | Purchase of 120 Liter Containers UN approved for hazardous solids. | 1 | EA | _____ | _____ |
| N6760 | Purchase of 120 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6770 | Purchase of 120 Liter Containers with valves UN approved for spray cans. | 1 | EA | _____ | _____ |
| N6780 | Purchase of 200 Liter Containers UN approved for hazardous solids. | 5 | EA | _____ | _____ |
| N6790 | Purchase of 200 Liter Containers UN approved for hazardous liquids. | 80 | EA | _____ | _____ |
| N6815 | Purchase of 200 Liter Containers with valve UN approved for aerosols. | 25 | EA | _____ | _____ |
| N6820 | Purchase of Overpack for 200 liter drums UN approved for solids and liquids. | 30 | EA | _____ | _____ |
| N6830 | Purchase of Big Bags, 1 cbm UN approved hazardous waste. | 1 | EA | _____ | _____ |
| N6836 | Purchase of 1000 Liter Containers (IBC), UN approved for hazardous with metal support frame | 5 | EA | _____ | _____ |
| N6900-6910 IDENTIFY, SORT, PACKAGE (REPACKAGE) WASTE | | | | | |
| N6900 | Waste Segregation and Packaging/ Repackaging/ Inventory, minimum order 50 kg | 100 | KG | _____ | _____ |

| | | | | | |
|--|---|-----|----|-------|-------|
| N6910 | Lab Packs, packaging and disposal of organic and inorganic chemicals and reagents from school or medical laboratories. | 100 | KG | _____ | _____ |
| N6920 | CONTAINER LABELS | | | | |
| N6920 | Container labels, self adhesive, weather resistant | 20 | EA | _____ | _____ |
| N6930 | PACKAGE MATERIALS | | | | |
| N6930 | Purchase of Package Material for HW packing, 20 KG bags | 20 | EA | _____ | _____ |
| N8000-N8010 | FREON APPLIANCES | | | | |
| N8000 | Removal and recycling/disposal of freon containing appliances, including (but not limited to) refrigerators, freezers, air conditioners, ice machines, and cooling units of maximum dimensions: 90 cm H X 70 cm W X 60 cm D. Maximum weight 50 kg. | 50 | EA | _____ | _____ |
| N8010 | Removal and recycling/disposal of freon containing appliances, including (but not limited to) refrigerators, freezers, air conditioners, ice machines, and cooling units larger than dimensions: 200 cm H x 100 cm W X 100 cm D. Maximum weight 100 kg. | 50 | EA | _____ | _____ |
| TOTAL ESTIMATED AMOUNT – OPTION PERIOD I | | | | | _____ |

OPTION PERIOD II - 18 MONTHS

Note: Catalog Number Refers to European Directive 91/1689 EEC, European Waste Catalog or HW Catalog

| CLIN NUMBER | CLIN DESCRIPTION | EST QTY | U/M | UNIT COST | TOTAL COST |
|---|--|---------|-----|-----------|------------|
| N0400-N0599 Batteries | | | | | |
| N0400 | Batteries, Lithium | 400 | KG | | |
| N0410 | Batteries, Magnesium | 100 | KG | | |
| N0420 | Batteries, Nickel-Cadmium | 550 | KG | | |
| N0430 | Batteries, Mercury | 50 | KG | | |
| N0440 | Batteries, Dry Cell Mixed, including (but not limited to) alkaline, carbon zinc and manganese, pre-sorted for disposal | 1500 | KG | | |
| N0470 | Batteries, Lead Acid, Drained and undrained | 250 | KG | | |
| N0480 | Batteries, Gel filled | 100 | KG | | |
| N0600-N0699 Cylinders/Cartridges | | | | | |
| N0600 | Compressed Gas Cylinders, including (but not limited to) chlorofluocarbons, fluorine, bromine, acetylene, oxygen, and nitrogen (does not include chlorine) | 2000 | KG | | |
| N0610 | Cartridges, including but not limited to diesel starter, propane and butane | 160 | KG | | |
| N0620 | Compressed Gas Cylinders, including but not limited to chlorofluocarbons, fluorine, bromine, acetylene, oxygen, nitrogen, argon (does not include chlorine), damaged, unsuitable for transportation until repackaged. | 350 | KG | | |
| N1300-N1399 Acids | | | | | |
| N1300 | Inorganic Acids, including (but not limited to) nitric, phosphoric, sulfuric, and hydrochloric | 1000 | KG | | |
| N1310 | Organic Acids, including (but not limited to) acetic, formic, benzoic, and carboxylic | 350 | KG | | |
| N1330 | Battery Acid | 100 | KG | | |

| | | | | | |
|---|--|-------------|-----------|-------|-------|
| N1400-N1499 Bases | | | | | |
| N1400 | Bases and Mixtures of Bases, liquid or solid , including, but not limited to, sodium hydroxide, potassium hydroxide, metal hydroxides | 1500 | KG | _____ | _____ |
| N1410 | Ammonia and Ammonia Compounds, liquid or solid , including (but not limited to) cleaning solutions, fertilizers and urea | 60 | KG | _____ | _____ |
| N1420 | DS-2, Decontaminating Agent: Diethylene triamine 70%, ethylene glycol mono methyl ether 28% and sodium hydroxide 2% | 125 | KG | _____ | _____ |
| N1500-N1599 Chlorine Containing Wastes | | | | | |
| N1500 | Chlorine Containing Compounds, liquid , including (but not limited to) laundry bleach | 150 | KG | _____ | _____ |
| N1510 | Chlorine Containing Compounds, solid , including (but not limited to) chlorinated lime and super tropical bleach [calcium hypochlorite] | 2100 | KG | _____ | _____ |
| N1520 | Chlorine Gas, in cylinders | 100 | KG | _____ | _____ |
| N1600-N1699 Alcohol and Solvents | | | | | |
| N1600 | Alcohol , including (but not limited to) methanol, isopropyl, and ethanol | 1500 | KG | _____ | _____ |
| N1610 | Solvents, non-halogenated , including (but not limited to) paint strippers, paint thinners, and dry cleaning solvents | 1000 | KG | _____ | _____ |
| N1620 | Solvent Sludge, non-halogenated , including (but not limited to) paint residue | 10 | KG | _____ | _____ |
| N1630 | Solvents, halogenated , including (but not limited to) paint strippers, paint thinners, and dry cleaning solvents | 100 | KG | _____ | _____ |
| N1640 | Solvent Sludge, halogenated , including (but not limited to) paint residue | 10 | KG | _____ | _____ |
| N1650 | Solid waste contaminated with solvents and/or petroleum aromatic hydrocarbons , including but not limited to, soil, cardboard, wood, and rags | 300 | KG | _____ | _____ |
| N1660 | Aromatic Hydrocarbons , including (but not limited to) toluene, benzene, and xylene | 20 | KG | _____ | _____ |
| N1700-N1799 Printing and Photographic Wastes | | | | | |
| N1700 | Printing Products, halogenated and non-halogenated , including (but not limited to) toners and inks | 500 | KG | _____ | _____ |
| N1710 | Photographic Products, halogenated and non-halogenated , including (but not limited to) fixers, bleaches, and developers | 400 | KG | _____ | _____ |
| N1800-N1899 Heavy Metal Containing Wastes , including (but not limited to) mercury, chromium, chromium VI, lead, iron, and beryllium | | | | | |

| | | | | | |
|--------------|---|-------------|-----------|-------|-------|
| N1800 | Heavy metal contaminated solid waste including, but not limited to, soil, fly ash, activated carbon, sand blast or similar media, rubber from shooting ranges, firing range residue, mudtrap waste and streetsweep, containing contaminants including, but not limited to chromium, chromium IV, mercury, lead, iron, zinc, and beryllium. | 4000 | KG | _____ | _____ |
| N1810 | Heavy metal contaminated liquid waste including, but not limited to, wash rack liquids, rinsate, and x-ray waste containing contaminants including but not limited to chromium, chromium VI, mercury, lead, iron, zinc, and beryllium. | 10 | KG | _____ | _____ |
| N1820 | Mercury, and mercury containing items including, but not limited to, mercury vapor lamps and dental amalgam | 1000 | KG | _____ | _____ |

N1900-N1999 Paint Waste

| | | | | | |
|--------------|--|-------------|-----------|-------|-------|
| N1900 | Paint, Non-Halogenated | 4000 | KG | _____ | _____ |
| N1910 | Paint, Halogenated | 1000 | KG | _____ | _____ |
| N1920 | Paint, Polyurethane , including (but not limited to) CARC paint | 100 | KG | _____ | _____ |
| N1930 | Paint Related Waste , including (but not limited to) brushes, empty containers [plastic or metal], filters, textiles, and cardboard | 6000 | KG | _____ | _____ |
| N1940 | Putties/Fillers/Caulk, halogenated and non-halogenated | 100 | KG | _____ | _____ |
| N1950 | Glues, Adhesives and resins, halogenated and non-halogenated | 1500 | KG | _____ | _____ |

N2000-N2099 Pesticides, Herbicides, Fungicides, and Insecticides

| | | | | | |
|--------------|--|------------|-----------|-------|-------|
| N2000 | Pesticides, Herbicides, Fungicides, and Insecticides, liquid , including (but not limited to) pure product, contaminated liquid, and creosote (organic and inorganic) | 150 | KG | _____ | _____ |
| N2010 | Pesticides, Herbicides, Fungicides, and Insecticides, solid , including (but not limited to) pure product or mixtures of product (organic and inorganic) | 50 | KG | _____ | _____ |
| N2020 | Pesticides, Herbicides, Fungicides, Insecticides, aerosol (organic and inorganic) | 300 | KG | _____ | _____ |

N2100-N2399 POL Waste

| | | | | | |
|--------------|--|-------------|-----------|-------|-------|
| N2100 | Waste Oil with no hazardous contaminants above the regulatory limits. Contaminated with, but not limited to, antifreeze, brake fluid, solvents, and sludge. Oils include, but not limited to, engine oil, transmission and lubricating oil, hydraulic oil, emulsions, and insulation and transformer oil. | 2400 | KG | _____ | _____ |
| N2130 | Oil, unused in various size containers including, but not limited to, transmission and lubrication oil, engine oil, insulation and transformer oil, and synthetic oil. | 3000 | KG | _____ | _____ |
| N2140 | Waste Oil including, but not limited to, engine, transmission and lubrication, hydraulic, insulation, transformer oil and emulsions. Contaminated with hazardous substances above the regulatory limit. | 2500 | KG | _____ | _____ |

| | | | | | |
|--|--|-------|----|-------|-------|
| N2150 | Mixed Petroleum Liquid Waste , no hazardous contaminants above the regulatory limits including, but not limited to, fuels, oils, greases, and lubricants. Contaminated with, but not limited to, water, antifreeze, solvents, dirt, and sludge. Contains no hazardous substances. | 500 | KG | _____ | _____ |
| N2160 | Mixed Petroleum Liquid Waste , including but not limited to fuels, oils, lubricants, contaminated with hazardous substances above the applicable regulatory limit. | 1500 | KG | _____ | _____ |
| N2170 | Waste Fuel , including but not limited to diesel, gasoline, kerosene and aviation fuel. Contaminated with but not limited to brake fluid, antifreeze, water, dirt, solvents and sludges. No hazardous contaminants above the applicable regulatory limits. | 2500 | KG | _____ | _____ |
| N2180 | Grease , including (but not limited to) automotive grease. No hazardous contaminants above the applicable regulatory limit. | 1200 | KG | _____ | _____ |
| N2190 | POL Contaminated Solids , including (but not limited to) rags, absorbents, plastic containers, and activated carbon | 56000 | KG | _____ | _____ |
| N2200 | POL Contaminated Packaging Materials , including (but not limited to) paper, fiber, cardboard, and styrofoam | 700 | KG | _____ | _____ |
| N2210 | Filters , may be contaminated with (but not limited to) fuel and oil | 15000 | KG | _____ | _____ |
| N2220 | POL Contaminated liquids and sludges including, but not limited to, wash rack and oil water separator waste. | 1700 | KG | _____ | _____ |
| N2230 | POL Contaminated Soil ≤ 3% contamination | 800 | KG | _____ | _____ |
| N2240 | POL Contaminated Soil , > 3% contamination | 11600 | KG | _____ | _____ |
| N2250 | Diethylene Glycol , including but not limited to brake fluid | 100 | KG | _____ | _____ |
| N2260 | Oil/Water Separator - Evacuation and removal of contents , including (but not limited to) fuel, oil, water, and sediment. | 2250 | KG | _____ | _____ |
| N2400-N2899 Miscellaneous Waste Streams | | | | | |
| N2410 | Tar/ Bitumen / Asphalt | 50 | KG | _____ | _____ |
| N2420 | Aerosol Cans , ferric metal with harmful residual contents, no pesticides or polyurethane foam | 675 | KG | _____ | _____ |
| N2430 | Polyurethane Foam , aerosol or solid | 100 | KG | _____ | _____ |
| N2440 | Asbestos and Asbestos Bearing Items , including (but not limited to) brake shoes, safes, and file cabinets | 100 | KG | _____ | _____ |
| N2445 | Fiberglass and Fiberglass Bearing Items , including (but not limited to) insulation for buildings, safes and file cabinets | 5000 | KG | _____ | _____ |
| N2460 | Wood , treated with (but not limited to) creosote, PCP, pesticides, and paint | 50 | KG | _____ | _____ |
| N2470 | Fire Extinguishing Residue , liquid and solid | 5000 | KG | _____ | _____ |
| N2480 | Fire Extinguishers Canisters , liquid or solid residue | 5000 | KG | _____ | _____ |

| | | | | | |
|--|--|------|----|-------|-------|
| N2500 | Desiccants | 160 | KG | _____ | _____ |
| N2510 | Salts, variable solubility | 250 | KG | _____ | _____ |
| N2520 | Peroxides, liquids and solids | 20 | KG | _____ | _____ |
| N2530 | Medicine, uncontrolled | 150 | KG | _____ | _____ |
| N2540 | Light tubes and lamps including, but not limited to, fluorescent light tubes and sodium vapor lamps | 3500 | KG | _____ | _____ |
| N2550 | Detergents and soaps, solids and liquids, including (but not limited to) household and industrial products | 1000 | KG | _____ | _____ |
| N2560 | Cleaning Compounds, liquids and solids, including (but not limited to) furniture and equipment polish, rubbing compounds, metal cleaners, and wax | 1000 | KG | _____ | _____ |
| N2570 | Antifreeze and Anti- Icing Compounds, including but not limited to products containing ethylene glycol and propylene glycol that may be contaminated with (but not limited to) dirt, oil, water and fuel | 8000 | KG | _____ | _____ |
| N2590 | Spill Residue, including (but not limited to) absorbents, rags, soil, and debris from clean-up of chemical spills (no POLs) | 500 | KG | _____ | _____ |
| N2600 | Containers, Metal \leq 50 cm, previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2610 | Containers, Metal > 50 cm, previous hazardous contents include (but not limited to) oil, paint, and acid | 1700 | KG | _____ | _____ |
| N2620 | Containers, Plastic \leq 50 cm, previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2630 | Containers, Plastic > 50 cm, previous hazardous contents include (but not limited to) oil, paint, and acid | 100 | KG | _____ | _____ |
| N2650 | Chemical Defense Equipment | 675 | KG | _____ | _____ |
| N2660 | Flameless Ration Heaters, may contain magnesium or other water reactive chemicals | 10 | KG | _____ | _____ |
| N3000-N3520 PCB Items | | | | | |
| N3000 | PCB Containing Items < 50 ppm including, but not limited to, transformers, capacitors, switches, soil, absorbent, debris, cables and textiles. May contain liquid. | 50 | KG | _____ | _____ |
| N3020 | PCB Containing Items 50-499 ppm including, but not limited to, transformers, capacitors, switches, soil, absorbent, debris, cables, and textiles. May contain liquid. | 800 | KG | _____ | _____ |
| N3030 | PCB Contaminated Liquids 50-499 ppm, including but not limited to oil and water | 150 | KG | _____ | _____ |
| N3505 | Electronic Scrap, includes television sets, cathode ray tube (CRT) computer monitors, flat screen monitors and laptop computer monitors (Appropriated Fund Activities Only) | 500 | EA | _____ | _____ |
| N6000-N6999 Transportation Services and Expedited Services | | | | | |

| | | | | | |
|---|---|----|----|-------|-------|
| N6000 | Expedited Removal Surcharge , removal of waste within 2 work days of delivery order/call | 1 | EA | _____ | _____ |
| N6015 | Expedited Removal Surcharge , removal of waste within 5 work days of delivery order/call | 1 | EA | _____ | _____ |
| N6020 | HW Transport Services , removal of waste from Accumulation Point(s) to the Conforming Storage Facility, Naval Station Rota | 1 | EA | _____ | _____ |
| N6100-N6399 Waste Management Services (minimum order 6 months) | | | | | |
| N6310 | Waste Management Services , Naval Station Rota | 18 | MO | _____ | _____ |
| N6600-N6699 Lab Analysis/Labels/Document Prep/Reports | | | | | |
| N6600 | Identification of Unknown liquids or solids for disposal classification. The CLIN includes sample collection and analysis and completion of a Hazardous waste Profile Sheet. | 6 | EA | _____ | _____ |
| N6605 | Identification of unknown compressed gases for disposal classification The CLIN includes sample collection and analysis and completion of a Hazardous Waste Profile Sheet. | 1 | EA | _____ | _____ |
| N6610 | PCB Analysis of Electrical Equipment. CLIN includes sample collection and analysis | 2 | EA | _____ | _____ |
| N6620 | PCB Analysis of waste oil. The CLIN includes sample collection and analysis | 6 | EA | _____ | _____ |
| N6621A | Perform pH Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621B | Perform Sampling and Analysis for Chromium VI content | 1 | EA | _____ | _____ |
| N6621C | Perform Sampling and Analysis for Cyanide content | 1 | EA | _____ | _____ |
| N6621D | Perform Sampling and Analysis for Nitrite content | 1 | EA | _____ | _____ |
| N6621E | Perform Sampling and Analysis for Arsenic content | 1 | EA | _____ | _____ |
| N6621F | Perform Sampling and Analysis for Lead content | 1 | EA | _____ | _____ |
| N6621G | Perform Sampling and Analysis for Cadmium content | 1 | EA | _____ | _____ |
| N6621H | Perform Sampling and Analysis for Copper content | 1 | EA | _____ | _____ |
| N6621J | Perform Sampling and Analysis for Zinc content | 1 | EA | _____ | _____ |
| N6621K | Perform Sampling and Analysis for Phenol content | 1 | EA | _____ | _____ |
| N6621L | Perform Total Organic Halogen Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621M | Perform Sampling and Analysis for Heavy Metals (TCLP) | 1 | EA | _____ | _____ |
| N6621N | Perform Total Petroleum Hydrocarbon (TPH) Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621P | Perform Sampling and Analysis to determine Flashpoint | 1 | EA | _____ | _____ |
| N6621R | Perform Sampling and Analysis to determine Heat Value (BTU) | 1 | EA | _____ | _____ |

| | | | | | |
|---|--|----|----|-------|-------|
| N6621S | Perform Sampling and Analysis for Mercury content | 1 | EA | _____ | _____ |
| N6621T | Perform Asbestos Sampling and Analysis | 1 | EA | _____ | _____ |
| N6621U | Perform Sampling and Analysis for Organics to determine Volatile (<100 Deg. C) and semi-volatile (100 - 300 Deg. C) organics | 1 | EA | _____ | _____ |
| N6621V | Perform Sampling and Analysis for percent Water | 1 | EA | _____ | _____ |
| N6621W | Perform Sampling and Analysis for Melting Point | 1 | EA | _____ | _____ |
| N6621X | Perform Sampling and Analysis for Boiling Point | 1 | EA | _____ | _____ |
| N6635 | Provide Certificates of Destruction | 5 | EA | _____ | _____ |
| N6650 | Preparation of annual Host Nation Environmental Reports | 1 | EA | _____ | _____ |
| N6700-N6899 PURCHASE OF CONTAINERS/OVERPACKS | | | | | |
| N6700 | Purchase of 30 Liter Containers UN approved for hazardous solids. | 25 | EA | _____ | _____ |
| N6710 | Purchase of 30 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6720 | Purchase of 60 Liter Containers UN approved for hazardous solids. | 12 | EA | _____ | _____ |
| N6730 | Purchase of 60 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6750 | Purchase of 120 Liter Containers UN approved for hazardous solids. | 1 | EA | _____ | _____ |
| N6760 | Purchase of 120 Liter Containers UN approved for hazardous liquids. | 1 | EA | _____ | _____ |
| N6770 | Purchase of 120 Liter Containers with valves UN approved for spray cans. | 1 | EA | _____ | _____ |
| N6780 | Purchase of 200 Liter Containers UN approved for hazardous solids. | 5 | EA | _____ | _____ |
| N6790 | Purchase of 200 Liter Containers UN approved for hazardous liquids. | 80 | EA | _____ | _____ |
| N6815 | Purchase of 200 Liter Containers with valve UN approved for aerosols. | 25 | EA | _____ | _____ |
| N6820 | Purchase of Overpack for 200 liter drums UN approved for solids and liquids. | 30 | EA | _____ | _____ |
| N6830 | Purchase of Big Bags, 1 cbm UN approved hazardous waste. | 1 | EA | _____ | _____ |
| N6836 | Purchase of 1000 Liter Containers (IBC), UN approved for hazardous with metal support frame | 5 | EA | _____ | _____ |
| N6900-6910 IDENTIFY, SORT, PACKAGE (REPACKAGE) WASTE | | | | | |

| | | | | | |
|--|---|-----|----|-------|-------|
| N6900 | Waste Segregation and Packaging/ Repackaging/ Inventory, minimum order 50 kg | 100 | KG | _____ | _____ |
| N6910 | Lab Packs, packaging and disposal of organic and inorganic chemicals and reagents from school or medical laboratories. | 100 | KG | _____ | _____ |
| N6920 | CONTAINER LABELS | | | | |
| N6920 | Container labels, self adhesive, weather resistant | 20 | EA | _____ | _____ |
| N6930 | PACKAGE MATERIALS | | | | |
| N6930 | Purchase of Package Material for HW packing, 20 KG bags | 20 | EA | _____ | _____ |
| N8000-N8010 | FREON APPLIANCES | | | | |
| N8000 | Removal and recycling/disposal of freon containing appliances, including (but not limited to) refrigerators, freezers, air conditioners, ice machines, and cooling units of maximum dimensions: 90 cm H X 70 cm W X 60 cm D. Maximum weight 50 kg. | 50 | EA | _____ | _____ |
| N8010 | Removal and recycling/disposal of freon containing appliances, including (but not limited to) refrigerators, freezers, air conditioners, ice machines, and cooling units larger than dimensions: 200 cm H x 100 cm W X 100 cm D. Maximum weight 100 kg. | 50 | EA | _____ | _____ |
| TOTAL ESTIMATED AMOUNT – OPTION PERIOD II | | | | | _____ |
| GRAND TOTAL - BASE PERIOD PLUS OPTION I AND II | | | | | _____ |

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 GENERAL

DRMS-AE (OCT 2009)

C-1.1 This contract covers the non-personal services for inspection, packaging/repackaging, loading, unloading, containerization, removal, transportation, storage, recycling, reuse, recovery, treatment, and disposal of hazardous and regulated substances from the US installations Naval Station Rota and Morón Air Base, Spain. Additional services included in this contract are the transportation of hazardous materials (HM) and compressed gas cylinders; expedited removal; Waste Management and Receiving Services; waste sampling; lab analysis; waste identification; sorting; Oil/Water Separator evacuation/removal, preparation of reports and forms, and purchase of containers and overpacks, labels and packaging/repackaging services. Infectious, controlled, and radioactive wastes, or mixtures of such wastes with hazardous waste, shall **not** be included under this contract. Municipal solid waste and controlled medical solid waste will **not** be included under this contract. Waste disposed of under this contract may possibly be contaminated with one or more substances not specifically identified, with the exception of Infectious, controlled, and radioactive wastes, or mixtures of such wastes with hazardous waste, which shall **not** be included under this contract.

C-1.2 The contractor shall furnish all labor, supervision, supplies, materials, services, equipment (to include (but not limited) to the following: suction trucks, pumping equipment, repackaging equipment, container trucks, portable scales for weighing drums and bulk containers, sampling equipment and cleaning equipment, incidental spill cleanup supplies, forklifts and waste collection containers) transportation, permits and authorizations to accomplish the work in a timely and efficient manner. The US Government shall not furnish any personnel or equipment to assist the contractor in the performance of the contract, except as listed in Attachment 9 and except as stated in C-7.2.1. Any known requirements for specialized equipment are also located in Attachment 9. Contractor understands that any other offers of assistance or use of Government equipment made by US Government personnel other than the Contracting Officer are unauthorized and the contractor shall not accept any such offers.

C-1.3 The removal, transportation, storage, treatment and disposal of wastes offered under this contract are to be performed in accordance with all appropriate chapters of the Spain Final Governing Standards (FGS); the respective Spanish and international environmental, safety and health laws and regulations; international agreements governing the transportation of dangerous goods; and in conformance with industry standards that minimize risks to human health and the environment. These standards apply not only to the country in which the waste is generated, treated and disposed, but also any transit countries through which the waste is transported.

C-2 DEFINITIONS

DRMS-AE (OCT 2009)

C-2.1 **Biodegradation**: Process by which wastes are effectively degraded by microbial action. The concentrations in a representative compound, or indicator parameter, must be substantially reduced in concentration so as to eliminate the hazardous properties of the wastes.

C-2.2 **Conforming Storage Facility (CSF)**: HWSA (Hazardous Waste Storage Area) where hazardous waste is stored after generation at a HWAP (Hazardous Waste Accumulation Point). Hazardous waste is stored at a CSF prior to shipment to a TSDR (Treatment Storage Disposal Recycling) facility.

C-2.3 Contracting Officer (CO): A Contracting Officer is a person duly appointed with the authority to enter into, change, and administer contracts on behalf of the US Government.

C-2.4 Contracting Officer's Representative (COR): A person appointed by the Contracting Officer, in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement (DFARS), as CORs to perform specific technical or administrative functions. The CORs shall be the contractor's day-to-day primary points of contact for the duration of this contract.

C-2.5 Controlled Substances: Narcotics, depressants, stimulants, hallucinogens, or pharmaceuticals regulated under U.S. law or controlled by international treaty, convention, or protocol.

C-2.6 Corrosives: Wastes with a pH of less than or equal to 2 or greater than or equal to 12.5.

C-2.7 Delivery Order: A document (Form DD 1155) placing an order against the contract obligating funds and authorizing work to be performed, signed by an authorized Government official. For purposes of this contract a Delivery Order is synonymous with a task order.

C-2.8 Disposal: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into, or on, land or water. Proper disposal effectively mitigates hazards to human health and the environment.

C-2.9 DRMO: Defense Reutilization and Marketing Office provides local support to hazardous waste (HW) generators.

C-2.10 DRMS-DSD-A: Defense Reutilization and Marketing Service Forward Support Team Europe and Southwest Asia, provides regional environmental support to DRMOs.

C-2.11 Environmental Management Office: The office responsible for all environmental programs on a US Air Force Installation.

C-2.12 Federal Governing Standards (FGS): A comprehensive set of country-specific substantive environmental provisions, typically technical limitations on effluent, discharges, etc., or a specific management practice.

C-2.13 Fuel Substitution: Units used for fuel substitution shall be operated according to applicable technical operating requirements to achieve destruction of hazardous constituents and to control emissions as efficiently as a hazardous waste incinerator. Air emissions must be monitored in a capacity equal to host nation standards.

C-2.14 Hazardous Materials (HM): Any material that is capable of posing an unreasonable risk to health, safety and property that is regulated in accordance with Spanish or international environmental regulations or EU Directives.

C-2.15 Hazardous/Special Waste (HW): Wastes which meet one or more hazardous characteristic, such as ignitable, corrosive, reactive, toxic, or are defined as special or hazardous waste in accordance with Spanish environmental standards or international environmental regulations or EU Directives.

C-2.16 Hazardous Waste Accumulation Point (HWAP): Areas at or near the point of hazardous waste production where the waste is temporarily stored until removed to a Hazardous Waste Storage Area or shipped for disposal.

C-2.17 Hazardous Waste Storage Area (HWSA): Location where hazardous waste is stored after generation at a HWAP (Hazardous Waste Accumulation Point). Hazardous waste is stored at a HWSA prior to shipment to a TSDR (Treatment Storage Disposal Recycling) facility.

C-2.18 Incidental Spill: A small spill occurring as a result of improper waste transfer from small containers to drums, small leaks in containers, minor engine leaks.

C-2.19 Incinerator: A device used to thermally destroy a waste.

C-2.20 Incinerator Standards: An incinerator must be licensed or permitted by the appropriate Spanish authority after demonstrating its technical effectiveness in accordance with regulations. A hazardous waste incinerator is any device for thermally destroying or recovering heat from a waste, such as an incinerator, industrial boiler and furnace. It must be designed and operated to effectively achieve a destruction and removal efficiency of 99.99% for the organic hazardous constituents, which represent the greatest degree of difficulty of incineration in each waste or mixture of waste. The incinerator must minimize emission of particulate matter and emit no more than 1.8 Kg (4 pounds) of hydrogen chloride per hour.

C-2.21 International Maritime Dangerous Goods (IMDG) Code: International regulations for the shipment of dangerous goods by sea.

C-2.22 Land Disposal Requirements: Hazardous wastes will only be land disposed when there is a reasonable degree of certainty that there will be no migration of hazardous constituents from the disposal site for as long as the wastes remain hazardous. Hazardous waste may be land disposed only in an authorized toxic and dangerous waste landfill unit. The land disposal facility, authorized by the competent authority, must have at least one (1) liner and a leachate collection system. The liner, made of either natural or man-made materials, must restrict the downward or lateral escape of hazardous waste, hazardous constituents or leachate and have a permeability rate equal to or less than 10^{-7} cm/sec. The land disposal facility must also monitor and determine the impact on groundwater quality, if the facility overlays an aquifer or if the runoff from the facility flows into an aquifer recharge area. Other land disposal facilities must qualify as a secure landfill, provided the methods for preventing migration are proven to be at least as effective as a liner and leachate collection system, as described above.

C-2.23 Manifest: A shipping paper used to control and track the movement of hazardous waste.

C-2.24 Medical waste: Non-infectious, non-controlled, non-radioactive waste generated by medical, dental, and veterinary treatment facilities that is a hazardous or regulated waste.

C-2.25 NAVSTA Hazardous Waste Manager: The HW Manager responsible for advising all waste generating activities on the requirements for managing hazardous waste, monitoring compliance for all NAVSTA Departments, Tenant Commands, and Contractors, providing assistance for the correct handling, storage, and disposal of hazardous waste, ensuring that Defense Turn-in Document (DTID) used for HW (DD Form 1348-1A) is filled out properly, accompanied by the appropriate supporting documentation, and signed by the HW generating activity.

C-2.26 NAVSTA Rota Environmental Management Division: The office responsible for all environmental programs on the US Naval Station Rota, Spain.

C-2.27 On-Site Technician: (OST) The contractor's authorized representative performing work at the installation under a contract.

C-2.28 Polychlorinated Biphenyls (PCB): Any PCB article, container, manufactured item containing PCB components, or electrical equipment, including, but not limited to transformers, capacitors, circuit breakers, re-closers, voltage regulators, switches, electromagnets, cable, electronic equipment, electric motors and pumps, pipes, hydraulic machines, that contains PCBs at a concentration of 50 ppm or greater. PCB waste is material which contains or is contaminated with greater than or equal to 50 ppm PCB including fluids, fluorescent light ballasts, rags, soil, and other debris.

C-2.29 Reactive wastes: Reactive wastes are compounds or mixtures that are unstable, react with water, contain cyanide, bear sulfide or are capable of generating toxic gases when exposed to acidic or basic compounds; or are readily capable of detonation, explosive decomposition or reaction at standard temperature and pressure.

C-2.30 Recovery (organics): Treatment using one or more of the following technologies: distillation; thin film evaporation; steam stripping; carbon adsorption; critical fluid extraction; liquid-liquid extraction; precipitation / crystallization or chemical phase separation techniques, such as decantation, filtration and centrifugation when used in conjunction with one of the above techniques.

C-2.31 Recovery (metal wastes): Treatment using one or more of the following technologies: thermal processing; precipitation; exchange; carbon adsorption, or other techniques that yield non-hazardous levels of heavy metals in the residuals.

C-2.32 Recycling: Beneficial use, reuse, recovery, or reclamation as defined by EU or Spanish regulations.

C-2.33 Shipping papers: Transport documents used to track the shipment of hazardous wastes and materials.

C-2.34 Stabilization or Fixation: Treatment that uses oxidation, reduction, or other means to render the hazardous constituents immobile to prevent their release into the environment.

C-2.35 Task Order: See definition of Delivery Order

C-2.36 Treatment: Any method, technique, or process designed to change the physical, chemical, or biological character or composition of any hazardous waste. Treatment includes neutralization, energy or material resource recovery, or any process rendering a waste non-hazardous or less hazardous; safer to transport, store or dispose of; or amenable for recovery, amenable for storage, or reduced in volume.

C-2.37 Used Oil Fuel: Used oil that is burned for energy recovery is termed "used oil fuel." Used oil fuel includes any fuel produced from used oil by processing, blending or other treatment. "Used oil" means any oil or other waste petroleum, oil, or lubricant (POL) product that has been refined from crude oil, or is synthetic oil, has been used, and as a result of such use, is contaminated by physical or chemical impurities. Used oil exhibiting the characteristics of reactivity, ignitability, and corrosivity is still considered used oil, unless it has been mixed with other hazardous waste. Used oils exhibiting the characteristic of toxicity or those which are mixed with hazardous waste will be considered a hazardous waste and managed as such. Used oils burned for energy recovery cannot have a PCB content greater than or equal to 50 ppm.

C-2.38 Waste Oil: All used fluids or semi-fluid substances that consist partly or entirely of mineral oil or synthetic oil, including oil-containing residues from containers, emulsions and water-oil mixtures. Waste oil also may also include impurities or additives such as PCBs, solvents, and turpentine.

C-3 ACRONYMS

DRMS-AE (OCT 2009)

ADR - European Agreement Concerning the International Carriage of Dangerous Goods by Road
CLIN - Contract Line Item Number
CO - Contracting Officer
COR – Contracting Officer’s Representative
COTR – Contracting Officers Technical Representative
DG – Dangerous Goods
DLA – Defense Logistics Agency
DoD – Department of Defense
DoT – Department of Transportation
DRMO – Defense Reutilization and Marketing Office
DRMS-DSD – Defense Reutilization and Marketing Service - Disposal Services Directorate –
Europe (Kaiserslautern)
DRMS-PHA – Defense Reutilization and Marketing Service Contracting Office
DTID – Disposal Turn-In Document
EA – Each
EMO – Environmental Management Office
EU – European Union
EVN – Entsorgungsnachweis
EWC – European Waste Code
FGS – Final Governing Standards
FRG – Federal Republic of Germany
GSU – Geographically Separated Units
HG – Hazardous Goods
HM – Hazardous Material
HP – Hazardous Property
HW – Hazardous Waste
HWAP – Hazardous Waste Accumulation Point
HWSA – Hazardous Waste Storage Area
IAW – In Accordance With
IBC – International Bulk Container
IEC – Installation Environmental Coordinator
IMDG– International Maritime Dangerous Goods Code
JB – Job
KG – Kilogram
L/I – Line Item
MSDS – Material Safety Document Sheet
MO – Month
NAVEUR – Navy Europe
OCONUS – Outside the Continental United States
ODS – Ozone Depleting Substance
OSH – Occupational Safety and Health
OST – On-Site Technician
P/U – Pick Up
PCB/PCT – Polychlorinated Biphenyl/Polychlorinated Triphenyl
POL - Petroleum, Oil and Lubricants
PPM – Parts per Million
RID - European Agreement Concerning the International Carriage of Dangerous Goods by Rail
SOW – Statement of Work

TO – Task Order
TSDR – Treatment, Storage, Disposal or Recycling Facility
U/M - Unit of Measure
UN – United Nations
USAFE – US Air Force Europe
USAREUR – US Army Europe
USEPA – United States Environmental Protection Agency
WMS – Waste Management Services

C-4 CONTRACTOR PERSONNEL

DRMS-AE (OCT 2009)

C-4.1 The contractor shall insert in Section G-4, the names and telephone numbers of the contract manager, the alternate contract manager and the on-site technical representative (OST).

C-4.2 The contract manager and his alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract, i.e., all contract arrangements and required coordination. The contractor agrees that notice by the US Government to the designated contract manager or alternate contract manager shall constitute notice to the contractor and agrees to be bound by any commitments or representations made by the employees so designated.

C-4.3 Contract personnel shall present a neat appearance and be easily recognized as contractor's employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that display the company's name or the employee's name. Contract and sub-contractor personnel must have the ability to communicate (i.e. cellular telephones) with the DRMS CORs and the Contract Manager when they are on-site or transporting hazardous waste.

C-4.4 The contract manager, alternate contract manager, and the OST must be able to read, write, speak, and understand English proficiently. All correspondence related to this contract shall be in the English language. They must be able to actively participate in English conversations concerning technical issues associated with this contract.

C-4.5 The contractor shall ensure that all operations conducted under this contract are supervised directly (on-site) by the OST who has been appropriately trained in the technical aspect of hazardous substances management. Contractor personnel shall also have a basic knowledge in chemistry, capable of resolving questions/inquiries concerning technical aspects of the work involved. Examples of such work include but are not limited to classification of waste, completion of required documentation (including manifests), preparation of packaging, sampling, and inspection of wastes designated for transport. If the contractor tasks someone other than the Contract Manager or the Alternate Contract Manager; for example, a driver must be qualified and able to communicate and perform as required by this paragraph.

C-5 PERMITS AND RESPONSIBILITIES

DRMS-AE (OCT 2009)

C-5.1 The contractor shall, without additional expense to the US Government, be responsible for obtaining any necessary licenses, permits, notifications, customs documentation, and for complying with any laws, codes and regulations in connection with the execution of the work. The contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence. The requirements in this statement of work are not intended to contradict existing Spanish laws, regulations, decrees and orders or subsequent binding instructions from competent

authorities. If the contractor is aware of such a contradiction, the contractor is responsible for identifying it to the Contracting Officer. The Contracting Officer will determine if a waiver is required. The contractor shall not commence performance under a waiver request until the Contracting Office has granted written approval of the waiver.

C-5.2 The contractor shall use only TSDR (Treatment, Storage, Disposal, Recycling) facilities approved for this contract. The contractor shall provide to the Government updated facility or permit information upon expiration of any permit.

C-5.3 The contractor may propose the use of additional TSDR facilities. The U.S. Government is under no obligation to approve the use of such facilities and will not allow additional costs to the Government resulting from any approval granted.

C-5.4 To the extent that any documentation is required under the Basel Convention, the contractor or his agent shall be designated as the notifier and /or exporter, as well as the importer, of the waste under this contract. The United States Government or its authorized agency shall be designated as the generator and/or producer of waste. The Contractor shall obtain and comply with all required notifications and approvals for shipment of dangerous goods from the appropriate competent regulatory authority of States of export, transit and import. Such notification shall be accomplished prior to shipment, and in no instances will shipments be made without approval from the receiving country/countries, any intermediate countries, and/or the country of generation, when required.

C-5.5 The contractor shall prepare, complete and return signed copies of shipping manifests as required by the host nation and shall have an effective system for tracking the movement of hazardous waste to its ultimate destination. At the time of removal the contractor/COR shall include the contract number, delivery order number and line items removed. A **copy** of the completed manifest shall be submitted with the invoice. No invoice shall be paid without this copy. In addition to the normal distribution of manifest copies, the original copy of the completed manifest shall be forwarded to the COR within 15 calendar days of receipt of waste at the disposal facility. The DRMO COR shall distribute the copy to the appropriate generator(s).

C-5.6 The Hazardous Waste COR's address is as follows:

Defense Reutilization & Marketing Office (DRMO) Rota
Base Naval De Rota
APTDO, DE CORREO 33, Box 44
11520 Rota (Cádiz), España

C-6 WASTE CONTAINERS

DRMS-AE (OCT 2009)

C-6.1 Contractor Owned Waste Containers: Contractor provided containers for the collection of hazardous waste must be clean, free of residue and graffiti, and only labeled with markings that identify the current waste. Containers holding hazardous waste shall be in good condition, free from severe rusting, bulging, or structural defects and must be compatible with the property stored. The containers must have a current inspection/certification and be capable of being operated as intended (i.e. lids must close tightly and prevent the intrusion of rainwater, safety hooks to hold lids open must be in place and operational, containers must be able to be locked, etc.). Contractor provided containers used for transportation of waste must meet the above requirements and be UN Specification containers/overpacks under CLINs 6700 to 6830 and all containers/overpacks utilized to properly package wastes for transport. The containers must be weighed each time before they are placed into service. Containers must be weighed at the placement site using either the contractor's

scales or government scales. If no government scales are available and the container is too large for contractor scales, the container will be weighed with the COR present or copies of the applicable weigh tickets shall be provided within 2 days of weighing. The container must be labeled with the date weighed as well as the actual weight. Containers of a 1 CBM size or smaller must be weighed at the location they will be placed.

C-6.1.1 All contractor provided containers must be labeled by the contractor. The labels must be resistant to fading from moisture and sunlight and must be replaced when a minimum of five per cent (5%) of the label area becomes defaced or faded. All containers of hazardous waste must be marked in English and Spanish with the following: a hazardous waste label which includes the European Waste Code, the generator's unique identification number, the packaging date (i.e. the date the container was closed), and the hazard class of the waste contained (i.e., ignitable, toxic, corrosive, reactive). The label must be firmly affixed to the container and must have minimum dimensions of 10 cm x 10 cm; a label is not required when the container itself has all the information printed on it.

C-6.2 Placement of Containers; If the weight of the container is to be included in the weight of the waste to be disposed of, the container does not need to be weighed before filling with waste. Larger containers (i.e. 10 cbm) must be weighed each time before they are placed into service. Containers must be weighed at the placement site using the contractor's scales or government scales. If no government scales are available and the container is too large for contractor scales, the container will be weighed with the COR present or copies of the applicable weight tickets shall be provided within 2 days of weighing. The container must be labeled with the date weighed as well as the actual weight. Containers of a 1.1.cbm size or smaller must be weighed at the location they will be placed.

C-6.3 For the disposition of Government owned containers the following applies: the contractor is responsible for removal of all markings indicating US Government ownership of the containers. If containers are to be reused these markings must be destroyed by torching or similar means of permanent obliteration. Containers, which are not reused, must be incinerated or crushed. The contractor is required to render compressed gas cylinders unserviceable by crushing, cutting or other means prior to rendering as scrap.

C-7 WASTE IDENTIFICATION, WEIGHING OF WASTE AND WASTE ANALYSIS

DRMS-AE (OCT 2009)

C-7.1 Waste Identification - The contractor or sub-contractors may be called upon to provide guidance and assistance to the generator and/or the COR for the identification of waste in accordance with Spanish law and the contract CLINS. The final decision on waste classification resides with the generator, however the contractor can challenge a waste description through the COR. The contractor shall provide proof (lab analysis, etc.) when challenging a DoD waste identification.

C-7.2 Weighing of wastes

C-7.2.1 Verification of delivery order weights is required. The weights provided on delivery orders will be estimated weights. The contractor shall weigh the wastes in the presence of the COR prior to departure from the installation. The contractor shall use contractor-provided portable scales when government scales are not available for use. The annual calibration certificate must be available for COR inspection when portable scales are used. Government scales (Attachment 9) may be used when available, operable and authorized by a Government representative. Should Government scales not be available and the container to be weighed is too large for a portable scale, then public scales can be used at no additional cost to the US Government. In this case, the COR shall

accompany the contractor to the commercial scales to certify the correct weight. The contractor and COR shall verify the weights of each item and provide the appropriate weight on the DD Form 1155. The contractor shall weigh all waste before removal, however, if waste has been weighed prior to inclusion onto a delivery order, the contractor may opt to accept the government weights.

C-7.2.2 The weight of waste shall not include weight of pallets, boxes, strapping, etc., unless this is an integral part of the packaging, will not be removed by the contractor prior to disposal, and is required by regulation, such as FGS, ADR, IMDG, or Spanish law. Containers and pallets that are to be destroyed or disposed along with the wastes/materials that they contain shall be included in the net weight. Containers and pallets that are being used at the convenience of the contractor, but are not disposed of with the waste, shall not be included in the net weight.

C-7.2.3 Bulk Items and liquids (larger than 1.1 cbm) will be measured by one of the following methods (whichever is most accurate and agreed upon by the Contractor and the Government representative): (1) Actual weight using Government scales; (2) Actual weight using commercial scales; (3) Calculated weight. For "actual weight" methods, the vehicle will be weighed both before and after loading. For bulk shipments, where Government scales are not available or operable, the use of commercial scales is authorized. The contractor shall arrange for and incur all expenses of weighing property at the nearest certified public scale. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specified gravity and the actual volume of the material picked up is known. Specific gravity will be obtained from a waste profile sheet and adjusted for temperature.

For example: 2,000 gallons of liquid, specific gravity of 1.4

Total volume (gallons) x specific gravity x 8.337 lb/gal water = Total Weight in pounds
 $2000 \times 1.4 \times 8.337 = 23,334$ pounds or 10,611 kilograms (2.2 lb - 1 kg)

C-7.2.4 Waste repackaging and loading are to be conducted in a safe and environmentally sound manner. Any garbage or trash resulting from consolidation of waste must be disposed of by the contractor off the installation and at no additional cost to the US Government.

C-7.3 Waste Analysis.

Only laboratories having proper laboratory certification shall be used to perform waste analysis under this contract. The contractor shall provide documentation that each laboratory proposed to be used under this contract is competent to perform waste analysis in accordance with United States Environmental Protection Agency (USEPA) or equivalent international methods.

C-8 PUMPING OF LIQUIDS

DRMS-AE (OCT 2009)

Bulk liquid items collected in government owned tanks or drums (≥ 206 liters) may be pumped to obtain a more economical removal. The liquid shall be pumped to a depth of 5 cm residue remaining in the container. The contractor will not be required to clean the container. Liquids contained in bulk tanks shall be removed by a suction pump. It is at the Contractor's discretion to use a tanker or container truck. The contractor shall supply the tanks or drums to which the bulk liquids are to be transferred. When bulk liquids are removed, it is the Contractor's responsibility to have trucks weighed before and after pumping, and submit weight ticket with invoices. U.S. Government scales will be used if available. The Contractor shall invoice for the net weight of all bulk liquid shipments. The Contractor is required to have all the proper attachments and tools necessary for removing/pumping wastes from tanks, pods, and drums (60 liter and larger).

C-9 TREATMENT AND DISPOSAL RESTRICTIONS

DRMS-AE (OCT 2009)

C-9.1 The contractor shall properly dispose of hazardous wastes in a manner that effectively mitigates hazards to human health and the environment. Recycling, reuse, and recovery are preferred treatment and should be performed whenever environmentally sound and economically feasible. Selection preference will be given to those proposals that demonstrate the maximum cost effective, environmentally sound recycling, reuse, and recovery alternatives to disposal.

C-9.2 The contractor shall NOT treat waste on a military installation. Treatment includes, but is not limited to the dilution of waste to make it less harmless; chemically changing the pH and mechanically crushing/compacting waste, including metal or plastic containers. Bulking of waste (i.e. combining the same waste stream from several small containers into a larger container) is not considered treatment

C-9.3 Hazardous waste may be land disposed only when it is chemically inactive, or inert and in solid form. The land disposal facility must have a liner and a leachate collection system. The liner will be of natural or man-made materials and restrict the downward or lateral escape of hazardous waste, hazardous constituents, or leachate. The liner must be established at the invert and the slope area of the base of the landfill body. The liner must consist of the following system components, which overlay each other. The seal must be a combined seal comprised of a protective mineral layer and a plastic sealing strip. The mineral sealing layer must have a minimum thickness of 1.50 m and a minimum permeability value of $k = 5 \times 10^{-10}$ m/sec. The minimum thickness of the plastic sealing strip must be $d = 2.5$ mm. Suitable measures shall be taken to protect the liner from load-related damage. The drainage system must have a minimum thickness of $d = 0.3$ m. The drainage system may not exceed a permeability correction value of $k = 1 \times 10^{-3}$ m/sec. In addition, drain pipes and retention pits must be installed to collect and release seepage water. A groundwater monitoring system must be installed with at least one groundwater monitoring well upgradient, and at least four groundwater monitoring wells downgradient from the landfill site. The functioning of the monitoring system must be checked at regular intervals

C-9.4 The contractor will use the following treatment technologies for these wastes:

C-9.4.1 Organic hazardous waste, including halogenated organic compounds, excluding PCB wastes must be treated by incineration, fuel substitution, biodegradation, or recovery.

C-9.4.2 Heavy Metals or Inorganic Wastes must be treated by stabilization, fixation/reduction, or recovery.

C-9.4.3 Batteries - including mercury, nickel-cadmium, and lithium batteries will be processed to stabilize, fix or recover heavy metals, as appropriate. Any corrosives will be neutralized prior to disposal.

C-9.4.4 Reactives – must be treated using a deactivation method that changes the chemical or physical composition such that the waste no longer exhibits the characteristic of reactivity.

C-9.4.5 Corrosives – must be neutralized to a pH value between 6 and 9. Acceptable treatment methods include recovery, incineration, chemical or electrolytic oxidation, chemical reduction, or stabilization.

C-9.4.6 Used Oil - Used oil fuel may be burned in plants with a thermal capacity of at least 3 MW. Any facility used to burned used oil for energy recovery must meet air emission standards mandated by Spanish and European Union air quality standards. Used oil may only be burned in industrial furnaces or boilers which meet the following requirements: (1) Industrial boilers located on the site of a facility engaged in a manufacturing process where substances are transformed into new products, including the component parts of products, by mechanical or chemical processes; and (2) Utility boilers used to produce electric power, steam/heated/cooled air or other gases of fluids. The contractor shall ensure that used oil, hazardous waste, or oil product contaminated with any hazardous waste shall not be used for dust suppression or road treatment.

C-9.4.7 Asbestos - When disposing of asbestos and asbestos-containing waste, the contractor will ensure that it is adequately wetted and sealed in a leak proof container. Non friable asbestos may be disposed in a municipal solid waste landfill, covered by other solid waste. Friable asbestos must be disposed of in a hazardous waste landfill, buried under a layer (at least 25 cm thick) of stabilized soil or other material capable of preventing release of asbestos fibers into the environment.

C-9.5 Disposal of any waste is not permitted on US Government facilities. Repackaging of wastes and loading operations are subject to approval of the COR or DRMS-DSD-A regarding safe and environmentally acceptable practices. The contractor shall dispose of any garbage or trash resulting from consolidation efforts in a proper manner, off the installation.

C-9.6 Polychlorinated Biphenyls (PCB) containing wastes (including capacitors, transformers, electric motors, etc.), with concentrations of 50 ppm or greater, will be disposed of as follows:

C-9.6.1 PCB-contaminated dielectric fluid of concentrations greater than 500 PPM will only be disposed of in an incinerator with 99.99 percent combustion efficiency.

C-9.6.2 PCB-contaminated dielectric fluid of concentrations 50 PPM - 499 PPM will be disposed of in an incinerator with 99.99 percent combustion efficiency or in a high efficiency boiler that is rated at a minimum of 50 MBTU/hr and which is fueled by natural gas, oil, or coal.

C-9.6.3 PCB transformers, contaminated electric equipment and other articles will be disposed in an incinerator with 99.99 percent combustion efficiency or in a chemical waste landfill, provided all free-flowing liquids have been properly drained prior to disposal.

C-9.6.4 PCB capacitors will be disposed of in an incinerator with 99.99 percent combustion efficiency except that small PCB capacitors may be disposed of in a solid waste landfill in small quantities (less than 100 pounds).

C-9.6.5 Contaminated rags, soil, and debris will be disposed in an incinerator with 99.99 percent combustion efficiency or in a chemical waste landfill.

C-9.6.6 A chemical waste landfill is defined as a landfill at which a high level of protection against risk of injury to human health or the environment from migration of deposited PCBs to land, water, or the atmosphere is provided by incorporating special methods for locating, engineering, and operating the landfill.

C-10 STORAGE RESTRICTIONS

DRMS-AE (OCT 2009)

C-10.1 The contractor shall properly store hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Incompatible chemicals shall be segregated, all containers should be non-leaking, in good condition and labeled. Storage areas shall be properly labeled and have a containment system to prevent spills or leaks from reaching the environment.

C-10.2 Storage of waste cannot exceed the TSDR Facility's permit restrictions, but in all cases shall not exceed one year.

C-11 RECYCLING RESTRICTIONS

DRMS-AE (APR 2009)

C-11.1 The contractor is required to recycle items mandated by Spanish environmental regulations for the collection and recycling of materials when those items are turned in by the Government. The US Government may reserve the right to withdraw any items on delivery order for use, reuse, or sale for its originally intended purpose or for recycling.

C-11.1.2 The contractor shall properly recycle hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Recycling, reuse, and reclamation are preferred over treatment and disposal and shall be performed whenever environmentally sound and economically feasible.

C-11.2. Dilution in the recycling process, to include blending down of hazardous waste contaminants, is prohibited. To the maximum extent possible, waste disposal should be minimized through recycling, reuse, and energy recovery. The US Government may withdraw any items on delivery order for use, reuse, or recycling.

C-11.3 Energy recovery facilities must meet applicable air quality standards. Used POL and fuels must have a PCB content of less than 50 ppm PCB/PCT, a chlorine content less than 100 ppm, and a fluorine content less than 5 ppm to be recycled using energy recovery, in accordance with Spanish law.

C-11.4 If a waste designated for recycling does not meet required parameters, the contractor must notify the CO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste shall be assigned.

C-11.5 The contractor is required to use only firms approved by DRMS-DSD-A. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains a regulated waste, as defined by Spanish laws.

C-11.6 The contractor must provide a clear audit trail, which includes the facility that will recycle the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

C-11.7 The contractor is required to render compressed gas cylinders unserviceable by crushing, cutting, or other means, but at the very least by removing the valve and cutting a hole in the cylinder which removes the specification marking and renders the cylinder unable to hold a positive pressure. If it is not possible to cut a hole in the cylinder, the specifications markings and Government-ownership markings shall be removed by grinding or other means. The valve must be removed or punctured so that the cylinder cannot be pressurized.

C-12 TRANSPORTATION

DRMS-AE (OCT 2009)

C-12.1 The contractor shall transport waste in accordance with Chapter 6 of the Spain Final Governing Standards (FGS), the Spanish dangerous goods transportation regulations and European and international regulations governing identification, packaging, labeling, and placarding of dangerous goods containers and vehicles for transportation. All hazardous property / dangerous goods (HP/DG) shall be transported in UN specification containers where required. The contractor is responsible for ensuring that all hazardous property leaving a U.S. facility is accompanied by a manifest to ensure a complete audit trail from point of origin to ultimate disposal. The contractor shall purchase and prepare all manifests for waste movement. The standards set forth in the applicable Spain Final Governing Standards (FGS), the International Maritime of Dangerous Goods (IMDG) Code, regional transportation regulations (example: the International Carriage of Dangerous Goods by Road (ADR) and Rail (RID) and other applicable regulations shall be utilized for all shipments.)

C-12.2 The contractor's drivers must have the appropriate emergency action instructions and any other documentation as required by insert regional regulations here if applicable (example: ADR), FGS, IMDG, Spanish, and international transportation regulations. All vehicles shall be equipped with the appropriate emergency equipment and the drivers shall have the proper training and instructions for transporting the chemicals and reporting spills.

C-12.3 The contractor shall comply with all laws and regulations associated with the transport of waste, materials, or containers outside the country of origin and in all transit countries. This includes, but is not limited to, any provisions governing the prior notification of competent authorities, transportation, temporary storage, identification, customs clearances, packaging, labeling, and disposal of hazardous waste and/or dangerous goods. To the extent that the 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste and their Disposal or European Union notifications are applicable to movements of hazardous/special waste under this contract, the contractor or his subcontractors shall act as the "exporter" and "importer" of waste.

C-13 SAFETY REQUIREMENTS

DRMS-AE (APR 2009)

C-13.1 The contractor must perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, the contractor, to include personnel and equipment, shall comply with all applicable Spanish, European Union, and international safety and health regulations and procedures, as well as the Spain FGS, installation regulations, rules and procedures.

C-13.2 The contractor shall ensure that all personnel involved in hazardous substances management are trained for the level of expertise required for proper work performance and for chemical compatibility, general first aid procedure, and spill response.

C-13.3 The contractor shall provide waste handling and personal protective equipment that is appropriate for the level of protection needed to ensure safe work conditions for duties associated with hazardous substances.

C-13.4 The contractor agrees that his personnel and equipment shall be subject to inspection while on US government controlled property.

C-13.5 The contractor shall conform to the safety and health requirements contained in this contract for all activities related to the accomplishment of work. The contractor shall ensure, prior to initiating any work under this contract, that all contractor personnel, including subcontractors, have read and understood all safety and health requirements.

C-13.6 The contractor shall take such additional immediate precautions as the CO or designated representative may reasonably require for safety and mishap prevention purposes. The CO/COR/COTR has the right to halt all work if it is not being conducted in a safe manner.

C-14 SPILL AND CONTINGENCY RESPONSIBILITIES

DRMS-AE (OCT 2009)

C-14.1 The liability for spills or releases resulting from the performance of this contract rests solely with the contractor and its agent.

C-14.2 The contractor agrees to clean up spills and releases to the satisfaction of the COR and in compliance with all applicable laws and regulations. Contractor shall dispose of all spill residues and debris at no additional cost to the US Government.

C-14.3 The contractor shall maintain current spill response and contingency plans that adequately address hazards, meet regulatory requirements and are technically valid for all operations associated with the handling, loading, transportation, treatment and disposal of waste under this contract. This plan shall be used in conjunction with the Installation Spill Notification Procedures. The contractor shall have appropriate spill prevention and containment equipment readily available for all operations and facilities under this contract, including salvage (over-pack) drums, absorbent material, spark-free shovel, and the appropriate Personal Protective Equipment (PPE) such as respirators, gloves, boots, coveralls, etc.).

C-14.4 The contractor shall ensure that all personnel in hazardous substances management are trained for the level of expertise required for proper response.

C-15 SPILL NOTIFICATION REQUIREMENTS

DRMS-AE (OCT 2009)

C-15.1 The contractor shall notify immediately the CO and the COR of any spills or releases resulting from the performance of this contract. A written report shall be provided to the CO no later than 24 hours after the spill or release. For spills or releases occurring on US Government controlled property, the contractor must notify the installation POC as provided in the installation spill plan and follow Installation Spill Notification Procedures and provide a copy of the written spill report to the installation POC. Copies of the Installation Spill Notification Plans and installation POC information are provided at Attachment 11.

C-15.2 At a minimum, the immediate notification to the Contracting Officer and COR and installation POC when the spill is on the installation shall include: Item spilled; Quantity released; Type of area contaminated (e.g., cement, soil, floor, etc.); Exact date, time, and location of spill; Actions taken and the time/date performed; Anticipated cleanup and disposal procedures; Persons contacted and present at the time of the spill.

C-15.3 At a minimum, the written report to the Contracting Officer and COR and installation POC (only when the spill is on the installation) shall include: Cleanup and disposal procedures taken; Outside assistance required (if any); Personal injury involved; and the names and telephone numbers of all national, regional or local officials contacted.

C-16 RESERVED

C-17 QUALITY ASSURANCE

DRMS-AE (OCT 2009)

Performance Evaluation Meetings. The contracting officer or his authorized representative may require the contract manager to meet with him or her and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer or his authorized representative when he or she believes such a meeting is necessary. These meetings shall not result in any additional cost to the US Government.

C-18 REQUIRED REPORTS

DRMS-AE (OCT 2009)

C-18.1 SHIPPING PAPERS For moving property under this contract, the contractor shall prepare and use the Spanish waste manifest. At the time of removal, one copy of the completed manifest shall be given to the COR

C-18.1.1 The contractor is responsible for ensuring that all hazardous waste leaving a U.S. facility is accompanied by a shipping paper (host nation hazardous waste manifest, consignment note or notice of delivery) to ensure a complete audit trail from point of origin to an approved storage, disposal, or recycling facility. The completed shipping paper will, at a minimum, contain the following:

- a. A unique reference number
- b. Date of removal, transport and receipt at waste processing facility
- c. Description of the waste, quantity in kilograms, European Waste Catalog numbers, where applicable, and hazard class of the waste being transported
- d. Reference to the associated Contract Number, Delivery Order and Delivery Order Line Items removed
- e. Printed name and signature by the U.S. Contracting Officer's Representative
- f. Name and signature of the vehicle operator
- g. Vehicle license number
- h. Name and signature of a representative from the waste processing facility (filled out at the point of destination)
- j. Addresses of the waste producer, transporter and destination.

C-18.1.2 At the time of removal, The contractor will ensure that waste is manifested in accordance with applicable chapters of the Spain Final Governing Standards, Spanish law and the terms of the contract. The contractor will provide manifest copies, or manifest documentation. One copy of the completed shipping papers shall be given to the Base Environmentalist and/or the COR. Additionally, any transportation and host nation manifesting requirements established by the International Maritime Dangerous Goods (IMDG) Code, European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), the May 1989 Basel Convention on the Transboundary Movement of Hazardous Waste and their Disposal, or the International Carriage of Dangerous Goods by Rail (RID) (if applicable). The Base Environmentalist/COR has the authority to decline the signing of any shipping papers for waste loads which are not in conformance with transportation or environmental regulations.

C-18.1.3 The final manifest, signed by the Base Environmentalist/COR, waste transporter and the disposal facility, must be returned to the Base Environmentalist/COR no later than 45 calendar days following the receipt of the waste at the disposal facility. Photostatic copies of all manifests shall accompany the invoice for the applicable delivery order.

C-18.2 ORDER FOR SUPPLIES OR SERVICES (Delivery Order, DD Form 1155, Verification Certification)

C-18.2.1 DD Form 1155, Delivery Order Form (Attachment 1) shall be completed for all items ordered or services performed on a Delivery Order, to include transportation and removal of waste, sampling and analysis, container procurement, etc. At the time of waste removal or service the contractor shall complete the applicable fill-ins on the DD Form 1155 for each removal/transport of wastes, to record the type of wastes, quantities removed and waste codes. These quantities so annotated shall be the basis for payment. Once wastes have been loaded onto the conveyance, and prior to departing the military installation, the contractor shall obtain the COR's signature to confirm the type of wastes and quantities removed, and to verify the removal services. No invoice for removal of waste shall be paid without the certified form.

C-18.2.2 The contractor shall perform sampling in the presence of the COR. After sampling, and prior to departing the military installation, the contractor shall provide a receipt for samples taken. The receipt shall include time, date, and unique sample number for each sample taken. Upon delivery of the chemical analysis report, the contractor shall obtain the COR's signature on the DD Form 1155 to confirm that the services have been received and that a copy of the analytical report was provided to the COR. Sampling and analysis are included in the CLIN price. For all other services/supplies, the contractor shall also complete the applicable fill-ins on the DD Form 1155 to record the receipt of the services/supplies. The quantities so annotated shall be the basis for payment. The COR shall keep one copy of the form. The original signed form shall be attached to the invoice for payment. No invoice for sampling and analysis and all other services/supplies shall be paid without a certified form.

C-18.3 TRANS-FRONTIER SHIPPING DOCUMENTS: The contractor shall prepare any documents and notifications required to move and dispose of all waste listed in the contract. If Basel notification is required the contractor shall prepare all notification documents and act as the "exporter" and "importer" of the waste. Photocopies of the application for notifications shall be provided to the Contracting Officer. Once the contractor has received approved notifications from the competent authority, the contractor shall also provide the Contracting Officer photocopies of the completed notification. The contractor shall provide the COR a copy of the disposal facility's Basel notification of completion of disposal (Basel Convention, Article 6, paragraph 9) no later than 60 days following waste disposal. Photocopies of all completed shipping documents shall also be forwarded with the invoice. Submissions of these documents must reference their applicable Delivery Order number. The contractor shall ensure that all annual notifications are submitted and completed in advance so that no break in service exists for the removal of waste. Upon contract award or four months prior to the expiration of annual notifications (whichever is sooner) the contractor shall provide bi-weekly reports to the CO outlining the step at which the contractor is at in obtaining follow-on notifications to ensure there is no lapse in service.

C-18.4 MANIFEST TRACKING LOG: The contractor shall complete DRMS Form 1683E, Manifest Tracking Log, Attachment 3, annotating all wastes removed, which are included on the invoice. The contractor must describe and document in detail any differences between the actual quantity picked up (column 9) and the actual quantity disposal/recycled (column 11). Unit of issue (column 8) must match the unit of issue in Section B. The contractor may use attachments to the form if necessary. The Contract Manager or Alternate Contract Manager shall sign the form certifying its accuracy and completeness.

C-18.5 WASTE REPORTS

C-18.5.1 The contractor shall provide the Base Environmental Management Office, COR and the Contracting Officer a report that summarizes hazardous waste/material movements from the point of generation to the final TSDR facility. The monthly report shall be in a Microsoft Excel Format with all

fields capable of being sorted and queried by the user. The report shall be provided electronically by the 10th day of the following month. An example of the report to be used or the information required in a contractor-generated report is located at Attachment 8.

C-18.5.2 The contractor shall provide an annual report summarizing hazardous/special waste movements from point of generation to disposal facility. The output must indicate how much of each waste stream from each waste generator went to which disposal facility and how much of that waste was recycled. This report shall be provided electronically to the CO and COR, in Microsoft Excel, and on a CD ROM on **15 January of each year**, through the last delivery order issued under the contract. An example of the report to be used or the information required in a contractor-generated report is located at Attachment 8.

C-18.5.3 CLIN N6650 is for the preparation of the Annual Spanish Waste Report in Microsoft Excel. If ordered, the contractor shall complete the report for the requested calendar year. The report shall not be submitted to the regulatory authorities, but to the COR. The report must be completed within 45 calendar days after issuance of the delivery order. The report will be separate for either Naval Station Rota or Morón Air Base, and will be specific for each facility.

C-19 PUBLIC AFFAIRS COORDINATION

DRMS-AE (OCT 2009)

The contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

C-20 EXPEDITED REMOVAL/RESPONSE TIME FRAMES

DRMS-AE (OCT 2009)

When any CLIN specified in Section B requires immediate action with a period of performance other than that specified in Clause F-8.3, an expedited CLIN may be ordered in conjunction with the supporting delivery order. The Order Limitations clause, I-51, shall not apply to a Delivery Order containing CLIN(s) N6000, or N6015. Minimum delivery order quantities shall not apply for expedited removals. When expedited removal is required for waste removal, the maximum amount of waste shall be limited to 35,000 KG of either a single waste stream or a combination of waste streams. No minimum/maximum quantity is applicable for non-waste removal services. Unit of issue reflects each time the contractor is requested to perform a service in an expedited manner. Time period begins upon the issuance of a delivery order. The contractor is expected to utilize the services of subcontractors if required to meet the timeframe.

C-21 SAMPLING AND ANALYTICAL SERVICES

DRMS-AE (OCT 2009)

C-21.1 The ordering of specific chemical analysis services under this contract shall be at the discretion of the Government, and should not be considered either a precursor or prerequisite to the Government ordering the removal of wastes described in accordance with this instrument. The analytical report shall be submitted as received from the laboratory in Spanish and accompanied by an English translation of the data and a completed hazardous waste profile sheet and returned to the COR no later than 14 calendar days after issuance of a delivery order. The analysis report must include:

C-21.1.1 Parameters tested and the units involved (i.e., mg/l, ppm, mg/kg. etc).

C-21.1.2 Limits of detection for each identified constituent and the units involved (i.e., mg/l, ppm, mg/kg. etc).

C-21.1.3 Regulatory limits for each identified constituent and the units involved (i.e., mg/l, ppm, mg/kg. etc).

C-21.1.4 Analytical method, including reference number or description.

C-21.1.5 Laboratory conducting the analysis and chemist or laboratory manager signature.

C-21.1.6 Sample number and sample type (grab, composite, solid, liquid, etc.).

C-21.2 The contractor shall furnish, at no additional cost to the US Government, the results of chemical analyses which he, or any subcontractor, choose to conduct independently. Field tests shall not be authorized unless such test has been specifically approved by international standards. The US Government may request copies of the actual analytical results such as AA & GC charts and graphs, calculations, retention times, attenuation, standard calibrations, spike and blank sample documentation, and quality control checks.

C-21.3 When CLIN(s) N6600 - N6621X are ordered, the contractor shall profile sampled wastes for disposal purposes and return the results to the COR within the time frames shown in clause F-8 following sampling. Use of the profile waste CLIN shall abide with international standards. The results of this profile must include the following information in the English language:

- a. Suggested disposal CLIN number to be utilized for the item analyzed.
- b. Test methods the contractor used to determine the waste identification and a summary for each test method identifying results found.
- c. Generic noun description for the waste.
- d. Hazardous Waste Profile Sheet for each container sampled.

C-22 WASTE SEGREGATION AND PACKAGING/REPACKAGING/INVENTORY (N6900)

DRMS-AE (OCT 2009)

C-22.1 The contractor shall segregate, sort, package, re-containerize, identify shipping name, and label waste containers for assorted hazardous property. The containers shall be filled to reasonable capacity (as determined by the COR or generator's representative. The contractor shall provide an itemized inventory of these wastes including:

C-22.1.1 International waste nomenclature, European Waste Codes, and hazard class.

C-22.1.2 Weight (kg) of each item and number and size of containers.

C-22.2 The contractor shall provide, at no additional cost to the Government, containers that meet UN Specifications and are marked with the proper shipping name, hazard class label, weight, and the words, "Hazardous Waste" written in English.

C-22.2 The services shall be ordered according to the estimated weight of the items to be segregated and packaged and shall be priced per kilogram. The CLIN unit price shall include the cost of containers required but it shall not include the cost of disposal.

C-23 LAB PACKS

DRMS-AE (APR 2009)

The US Government may have laboratory chemicals from a school or medical facility that require packaging for shipment and disposal. The containers of chemicals are small (less than 5 liters) and will already be inventoried by the US Government. The contractor shall be provided with a copy of the inventory and an estimated total weight and shall be required to pack the small containers for shipment and disposal. The contractor shall provide the COR with the total weight of the items for disposal. CLIN N6910 includes the cost of containers, packaging, transporting and disposal of the miscellaneous laboratory chemicals.

C-24 WASTE MANAGEMENT SERVICES (WMS)

DRMS-AE (DEC 2009)

C-24.1 **CLIN N6310**, Naval Rota Station, General: Waste Management Services (WMS) shall consist of the Contractor providing management and housekeeping services to be performed as follows:

C-24.2 Waste Management Services (WMS) are the complete services needed to operate the hazardous waste management program for the Conforming Storage Facility (CSF) under CLIN N6310. Full-time staffing by the contractor is not required. WMS includes but is not limited to:

C-24.2.1 The contractor shall ensure labeling / placarding of all containers to be used for waste collection or storage conforms to the turn-in documentation and is properly affixed. The labels must meet the requirements outlined in Section C-6.1.1.

C-24.2.2 The contractor shall ensure the waste is segregated according to compatibility and appropriately stored but shall not be responsible for segregating incompatible waste in a container unless ordered by the US Government under CLIN (N6900).

C-24.2.3 The contractor shall ensure adequate collection capacity at all times by informing the COR when adequate storage capacity of the Conforming Storage Facility (CSF) requires removal to the disposal facility. The removal of any hazardous property from the CSF is not allowed without the concurrence of the COR.

C-24.2.4 The contractor shall develop and maintain a Hazardous Waste Log for the CSF. The Hazardous Waste Log will be available to emergency personnel in the event of spill or fire. Logs will be maintained until closure of installation and for a minimum of 5 years after the date of the last entry. The log shall include:

- a. Name and address of the generating activity
- b. Location of the HWSA
- c. Description, hazard class and EWC of the HW
- d. Number and types of containers
- e. Quantity of HW
- f. Dates of HW accumulation start date, end date, and transfer
- g. Disposition data, to include: dates received, sealed and transported and transporter used

C-24.2.5 The contractor shall ensure the CSF is neat, organized, and clean with no evidence of spills when on site at the CSF. Any spills or releases caused by the contractor, or occurring during contractor management of the waste are the responsibility of the contractor to clean up and report in

accordance with C-14 and C-15. The contractor shall maintain the storage areas and ensure that containers are secured and the CSF is accessible on the designated days and times outlined in C-24.3. The contractor shall be responsible for securing the CSF after completing work. Equipment or system deficiencies / failures (e.g. leak detection devices, fire alarms, etc.) and spills observed by the contractor shall be reported to the NAVSTA Rota Environmental Management Division within 24 hours. Only the contractor, COR, NAVSTA Rota Environmental Management Division and emergency response personnel shall have access to the CSF. Only the contractor and NAVSTA Rota Environmental Management Division are authorized to place waste in the CSF.

C-24.2.6 The contractor shall ensure that the CSF has all required warning signs properly posted, that the security fence is in good repair, that all monitoring, safety, emergency equipment, and operating structures such as dikes and sump pumps are in good working order, and are in place and functioning. The contractor must develop and implement a written weekly inspection schedule where containers are stored, looking for leaks and deterioration caused by corrosion or other factors, and to determine any facility malfunctions, deterioration, and/or operator error, and any discharges which may cause or lead to any hazardous waste constituent release to the environment or contribute to any threat to human health. Results of the weekly inspections will be maintained in the Hazardous Waste Facility Inspection Log. Inspection logs shall be maintained for a period of 3 years.

C-24.2.7 The waste shall remain US Government property until removed from the installation. Prior to removal off the installation, the contractor must establish the weight of waste staged for removal. At the time of the removal, the contractor shall document the weight of the waste to the COR. Contractor shall provide Spanish Manifest and Delivery order to NAVSTA Rota Environmental Management Division at the time of removal.

C-24.2.8 The unit of measure for the WMS CLIN is MONTH, with a minimum of 6 months required for the each delivery order. When a follow-on delivery order is issued and there is less than 6 months left in the contract period, the follow-on delivery order may then be issued for the remaining number of months left in the contract period.

C-24.3 Hazardous Property Receiving Operations: in addition to the services described in paragraphs C-24.1 to C-24.2.8, the contractor shall open the Conforming Storage Facility (CSF) at Area H four a week on Tuesdays from 0800 to 1400 hours, Wednesday from 0800 to 1400 hours, Thursdays from 0800 to 1400 hours, and Friday from 0800 to 1400 to allow U.S. waste generators to turn-in wastes. **The contractor is not responsible for preparing DD Form 1348-1A for waste disposal.** The contractor will inspect, categorize, unload, and weigh the hazardous property, and record the information in the HW log as described in C-24.2.4 above. The contractor will then properly store the received hazardous property until removal for transportation to the TSDR for disposal as required by a Delivery Order Form 1155. **The contractor, with concurrence by the COR, has the right of refusal to receive improperly packaged, labeled, or documented hazardous property.** The contractor is required to document any refusal to receive, itemizing the specific reason(s), date and sign the document, and immediately provide a copy to the personnel attempting to turn-in the hazardous property and to the COR, who will then provide a copy to the NAVSTA Rota Environmental Management Division.

C-24.3.1 Request for changes to the opening days and times described in C-24.3, with the exception of holidays, shall be coordinated with the COR and EMO with a prior notice of 5 work days. If the scheduled date for CLIN 6310 is on a Spanish or US Holiday (as listed in Section F-9) the services shall be provided on the following workday.

C-25 RESERVED

C-26 PURCHASE OF CONTAINERS

DRMS-AE (APR 2009)

Containers purchased by the US Government using the CLINS N6700 to N6836, must be delivered to the Government with 90% of the life span of the containers available for use (i.e. a 120 L drum should have at least 4.5 years of use left before the UN certification expires)

C-27 MISIDENTIFIED ITEMS

DRMS-AE (APR 2009)

In case the US Government misidentifies a waste description on a delivery order, the contractor has the responsibility to inform the COR as soon as the contractor becomes aware of the misidentification. The contractor shall notify the COR either prior to removal or within 3 work days of the removal and prior to disposal. The contractor shall demonstrate through lab analysis and/or other supporting documentation that the Government has misidentified a waste. The waste shall not be treated or disposed of until the Government has made a determination on the matter. Once a determination has been made, the contractor shall be paid the disposal price in accordance with the contract price of the actual waste removed.

C-28 NOTIFICATIONS

DRMS-PHA (OCT 2009)

a. Except as otherwise specified herein, the Contractor shall notify the Contracting Officer's Representative (COR) or other Government representative for each location, at least five (5) working days BEFORE attempting site visits, analysis or pickups.

(1) In addition to the notification above for pickups, the Contractor shall provide the name of the driver, the driver's Commercial Driver's License (CDL) number and its expiration date to the COR or other Government representative at least 24-hours prior to removal. The Contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Government and maintained by the Contractor, the 24-hour notification requirement is moot for the remainder of the contract unless otherwise modified.

(2) If a driver, other than the one specified 24-hours in advance for the specific Task Order; or, one whose name does not appear on the optional list of approved, multiple drivers arrives for pickup, the COR or other designated Government representative shall verify the personnel switch with the prime contractor before the pickup commences. This may require a written notice or fax from the prime contractor.

b. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor fails to meet the above applicable notification timeframes and/or a different driver, other than the one previously identified under this notification requirement or whose name does not appear on the list of approved, multiple drivers arrive at the pickup location(s).

c. For Task Orders containing Expedited Removals, Services or Performance CLINS the Contractor shall notify the COR or other Government representative for each location, at least 2 working days BEFORE attempting site visits, analysis or pickups. In addition, the Contractor is still

required to provide the information identified in paragraph a (1) above at least 48 hours prior to removal. If applicable, where removals are ordered under either the less than 48 hours or two or the five business day expedited CLIN's, the Contractor must provide the information identified in paragraph a (1) above at least eight hours prior to pickup. However, if the Contractor elects to provide the list of approved multiple drivers designated for use under this contract, this expedited notification is not required. All other terms and conditions stated elsewhere within this clause apply to any of the aforementioned Expedited Removals, Services or Performance CLINS.

C-29 TRAILER SECURITY, PADLOCKS

DRMS-AE (OCT 2009)

a. All Contractor trailers capable of being padlocked must be padlocked upon arrival at the pickup location. Failure to meet this requirement could result in the Government's halting of the pickup. All trailers capable of being padlocked must also be padlocked again prior to departure of the pickup location(s). The driver shall provide the padlock and lock the trailer without assistance from the COR or other Government representative(s).

b. The COR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified **in clause C-28, NOTIFICATIONS** and, refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups will not be grounds for reimbursement by the Government.

c. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor has a trailer capable of being padlocked arrives and/or departs from the pickup location(s) without meeting the padlock requirements mentioned above and/or refuses to cooperate with any requests for additional identification and/or professional endorsements.

C-32 DEMILITARIZATION VIA SERVICE CONTRACT

DRMS-AE (DEC 2009)

a. Property requiring demilitarization by the U.S. Government will be so listed on the DD Form 1155 Order for Supplies or Services by the DRMO. When property requiring DEMIL is ordered the contractor is required to dispose of this property and provide all documentation, in addition to the documentation requirements of Section G-2 for invoicing, per DOD commodity specific requirements as below, within 30 days of appropriate disposal. Specified documentation shall be returned to the generator, and the DRMO/COR, unless otherwise noted.

b. When CLIN N2650 is ordered for the demilitarization of Chemical Defense Equipment Kit (CDE) the contractor is required to dispose of this property by incineration at a permitted disposal facility. The audit trail showing DEMIL was accomplished shall be a signed certified and verified hazardous waste manifest receipt copy and a certificate of disposal.

c. When CLIN N1420 is ordered for the demilitarization of DS-2 Decontaminating Agent, the contractor is required to dispose of this property by incineration at a permitted disposal facility. The audit trail showing DEMIL was accomplished shall be a signed certified and verified hazardous waste manifest receipt copy and a certificate of disposal.

C-33 CERTIFICATES OF DISPOSAL/DESTRUCTION (CDs) – CLIN N6635 DRMS-AE (DEC 2009)

The contractor shall obtain and provide necessary documentation to prove that final disposal of CLINs N0400 – N3520 has been accomplished. Certificates of final treatment or disposal shall be provided to the generating activity identified on the manifest or shipping paper with a copy to the DRMO/COR. CDs require certifications from agents, officials, or employees of the Qualified Facilities that provided final treatment and/or disposal. **CDs shall be provided within thirty (30) calendar days after disposal occurs.** CLIN N6635 shall be ordered one (1) each for every CD desired per task order line item.

SECTION D PACKAGING AND MARKING

D-1 CONTAINERS

DRMS-PHA (OCT 2009)

The contractor is responsible for preparing all containers, including Intermediate Bulk Containers (IBC's) for transportation to a recycling/disposal facility in accordance with applicable transportation laws and regulations, and in accordance with recycling/disposal facility requirements. The contractor shall ensure all containers are properly marked, labeled and packaged as required by applicable regulations prior to any transportation. If items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials.

D-2 VEHICLES

DRMS-PHA (OCT 2009)

The contractor is responsible for ensuring all vehicles transporting special wastes are properly placarded in accordance with applicable European Union transportation laws and regulations and meet all ADR/IMDG/RID or other applicable requirements.

D-3 PACKAGING AND PACKING

DRMS-PHA (OCT 2009)

Containers and signs purchased shall be packaged and packed in accordance with good commercial practice sufficient to assure safe arrival at destination without damage or loss.

D-4 MARKING AND IDENTIFICATION

DRMS-PHA (OCT 2009)

All containers and signs deliverable under this contract shall be marked or tagged with the following information: (a) contract number, (b) task order number; (c) the name and address of prime contractor and (d) the CLIN number and description of item.

SECTION E

INSPECTION AND ACCEPTANCE

E-1 NOTICE: Clause numbers E-2 and E-3 in this section are hereby incorporated by reference. All other clauses listed in Section E are hereby incorporated in full text.

E-2 INSPECTION OF SUPPLIES-FIXED PRICE

FAR 52.246-2 (AUG 1996)

E-3 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES

FAR 52.247-35 (APR 1984)

E-4 INSPECTION OF SERVICES-FIXED-PRICE

FAR 52.246-4 (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E-5 INSPECTION AND ACCEPTANCE (CERTIFICATE)

DRMS-PHA (OCT 2009)

(a) The inspection of removal and the purchase of supplies shall be performed by the Contracting Officers Representative (COR) in accordance with clauses E-2 or E-4 above, by certification on the DD Form 1155, Task Order Form, for removal and transportation of wastes, sampling and analysis, and the purchase of containers and signs. (Attachment 1)

(b) Final acceptance of services/supplies rendered shall be by DRMS-PHA certification on the contractor's invoice. DRMS-PHA shall verify that the supplies received and the removal and disposal has been completed in accordance with the terms and conditions of the contract by checking for:

(1) Completion of all blocks on the DD Form 1155 for each line item removed/accepted and last continuation page COR signature.

(2) Checking that the Manifest/Shipping Papers, DRMS Form 1683E, Manifest Tracking Log (Attachment 3), or any other pertinent transportation/disposal documents have been correctly completed, and

(3) Checking that all copies of chemical analyses required have been submitted.

(4) Checking that only facilities approved under clauses H-3 and H-4, are utilized.

(5) Checking that only transporters approved under clauses H-3 and H-5 are used.

E-6 PLACES OF GOVERNMENT INSPECTION

DRMS (OCT 1993)

(a) All services will at all times be subject to inspection by the contracting officer and his/her authorized representatives to include authorized contract audit companies. The Government and or its representatives shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government and or its representatives shall be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government and or its representatives by each subcontractor performing services under this contract.

(e) As part of the U.S. Government's right to conduct inspection of services under this contract, it shall be allowed to obtain information from host nation regulators that may be relevant to assessing the contractor's history of, or current, compliance with host nation environmental law and regulations.

E-7 ACCEPTABLE PERFORMANCE LEVELS (APLs)

DRMS-PHA (OCT 2009)

(a) Acceptable Performance Levels (APLs) are the minimum performance levels of specific requirements which the contractor must achieve or risk having the Government consider performance unsatisfactory, resulting in monetary consideration from the contractor (See Attachment 15). Specification of an acceptable performance level below 100% does not allow the contractor to knowingly provide defective service; it is recognition of the fact that defective performance may sometimes occur unintentionally. As long as the performance percentage does not fall below the specified acceptable performance level, the Government will not deduct for poor performance. However, the contractor shall be required to re-perform or correct the defective service or product at no additional cost to the Government.

(b) The surveillance method shall be from Contracting Officer Representative (COR) checklist, Collection Summary Report(s) (CSR) furnished by the COR, on-site inspections, customer feedback, and/or tracking of final disposal/recycling submittals. All negative and positive actions/performance shall be the basis for monetary deductions and/or past performance annotations.

(c) Performance incentives for the contractor shall include, but are not necessarily limited to, favorable impact on option exercise decisions, future awards of the same requirement, and future awards of similar requirements by DRMS as well as other Government and non-Government entities that may review performance of this contract.

SECTION F DELIVERIES OR PERFORMANCE

F-1 NOTICE: Clause numbers F-2 and F-3 in this section are hereby incorporated by reference. All other clauses listed in this section are listed in full text.

F-2 GOVERNMENT DELAY OF WORK

FAR 52.242-17 (APR 1984)

F-3 F.O.B. DESTINATION

FAR 52.247-34 (NOV 1991)

F-4 STOP-WORK ORDER

FAR 52.242-15 (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required or, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-5 CONTRACT EFFECTIVE PERIOD

DRMS-PHA (OCT 2009)

a. This contract shall be effective for a period of 18 months commencing 1 May 2010 or upon award of the contract, whichever is later.

b. The Government has the option to extend the contract for two (2) eighteen (18) month periods IAW clause FAR 52.217-9, entitled "Option to Extend the Term of the Contract (MAR 2000)" which is incorporated in Section I in full text.

c. In addition to the options stated herein, the US Government may choose to extend more than once the current contract performance with the total extension period not exceeding six (6) months IAW with the clause entitled "Option to Extend Services", which is also incorporated in Section I in full text.

F-6 PLACE OF PERFORMANCE

DRMS-PHA (OCT 2009)

Services under this contract shall be performed within US military installations in Spain. Information for each location is as follows:

(1) Rota Naval Base, Rota (Cádiz)

Defense Reutilization & Marketing Officer (DRMO) Rota
Base Naval De Rota
APTD, DE CORREOS 33, BOX 44
11520 – Rota (Cádiz), España
Tel: ++ 34 95 682 2091/1357/1360
Fax: ++ 34 95 682 1374

(2) Morón Air Force Base, Morón de la Frontera (Sevilla).

496 ABS/CECEV
Edificio 232
Sevilla, Sucursal 1
Puerto Aptdo. 1008
41530 Morón de la Frontera (Sevilla), España
Tel: ++ 34 95 584 8377/8047
Fax: ++ 34 95 584 8331

F-7 RESERVED

F-8 PERIOD OF PERFORMANCE

DRMS-PHA (OCT 2009)

F-8.1 The Contractor shall begin contract performance upon issuance of each written delivery order and provide all services listed on the Bid schedule in accordance with all terms and conditions of this contract.

F-8.2 If applicable, immediately upon award of the contract, the successful contractor must apply for Transboundary notifications (i.e., Basel notifications) and provide COR with biweekly reports on the status.

F-8.3 The services listed below shall be accomplished within the number of **calendar** days (from issuance of a delivery order) as shown below:

| | |
|--|----------|
| Complete removal/service no later than: (To include waste removal and disposal, container purchases; waste segregation and packaging/repackaging.) | 25 days |
| Sampling and Analysis, Result returned in: | 14 days |
| Generators copy of manifest returned to DRMO COR (After receipt of waste by the treatment facility) | 15 days |
| Submission of Invoices with Manifest Tracking Log | 180 days |
| Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable) | 240 days |
| Annual Host Nation Environmental Reports (N6650) | 45 days |

Waste removal and disposal; sampling and analytical services; container purchase/rental; tank cleaning services; waste identification, segregation and packaging/repackaging.

F.8.4 All items shall be removed from the Government facilities within the number of **calendar** days shown in F-8.3 above from issuance of a written delivery order except as noted below. Removals, regardless of their performance timeframe, will not commence until the COR or other Government representative has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed within the number of **calendar** days shown in F-8.3 above, after issuance of each written delivery order.

F-8.5 Expedited removals – **CLIN(s) N6000 & N6015**

F-8.5.1 Two **work days** expedited removals:

| | |
|---|----------|
| Complete removal/service no later than: | 2 days |
| Submission of Invoices W/Manifest Tracking Log | 180 days |
| Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable) | 240 days |

F-8.5.2 Five **work days** Expedited removals:

| | |
|---|----------|
| Complete removal/service no later than: | 5 days |
| Submission of Invoices W/Manifest Tracking Log | 180 days |
| Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable) | 240 days |

F-8.6 Waste Management Service implementation and ordering timeframes: The contractor must have the capability to begin implementing Waste Management Services in 15 calendar days following issuance of a delivery order, with full performance in place within 30 calendar days. Waste Management Services will be ordered in one (1) month increments with a minimum of 6 months/order per location. All items shall be removed from the Government facilities in accordance a written delivery order for each removal in accordance with F-8.3 and F-8.4 above.

F-9 TIME OF PERFORMANCE

DRMS-PHA (OCT 2009)

a. All services performed under this contract shall be performed during regular working hours (0730 through 1600 hours) Monday to Friday, except on US holidays, Spanish holidays, and local holidays unless agreed upon differently by the COR and contractor. The specific date and time for the off-site removal services, shall be coordinated with the COR in writing, via facsimile or email (preferred) request, which shall constitute a call and shall be in accordance with the time frames set forth in clause C-28. The contractor is advised that military mission, special operations, increased force protection and training may affect the ability of the COR and the contractor to perform removals on certain days or at certain times during the work week.

b. The US holidays are:

| | |
|------------------------|--------------------------|
| 1st of January* | 1st Monday in September |
| 3rd Monday in January | 2nd Monday in October |
| 3rd Monday in February | 11th of November* |
| Last Monday in May | 4th Thursday in November |
| 4th of July* | 25th of December* |

*If this date falls on a Saturday, the preceding day (Friday) is the US holiday. If this date falls on a Sunday, the following day (Monday) is the US holiday.

c. The Spanish Holidays for 2010 are:

| | |
|-------------------------------|--------------------|
| Reyes Magos | 6 de enero |
| Día de Andalucía | 1 de marzo |
| Jueves Santo | 1 de abril |
| Viernes Santo | 2 de abril |
| Feria de Primavera (Rota) | 10 de mayo |
| Fiesta de Trabajo | 1 de mayo |
| Asunción de la Virgen | 15 de agosto |
| Fiesta Local (Morón) | Not yet determined |
| Fiesta Local (Morón) | Not yet determined |
| Ntra. Sra. del Rosario (Rota) | 7 de octubre |
| Fiesta Nacional de España | 12 de octubre |
| Todos los Santos | 1 de noviembre |
| Día de Constitución | 6 de diciembre |
| Inmaculada Concepción | 8 de diciembre |
| Día de Navidad | 25 de diciembre |

The services performed under this contract will not be performed during official or local holidays. The contractor and CO will be provided **by the COR** prior to the beginning of each year and as published by the local Human Resources Office, a list of all Spanish, Regional, and Local Holidays.

F-10 DELIVERIES

DRMS-PHA (OCT 2009)

Containers and labels purchased shall be delivered F.O.B. Destination, within Consignee's Premises to the address cited on individual Delivery Order(s) issued against this contract during its effective period. Deliveries shall be made to locations as specified in Section F-6.

F-11 CONTRACTOR NOTICE - LATE DELIVERY AND/OR PERFORMANCE

DRMS-PHA (OCT 2009)

If the contractor has difficulty meeting performance requirements, or when the contractor anticipates difficulty complying with the contract schedule or delivery date(s), the contractor shall immediately notify the Contracting Officer's Representative (COR), in writing, copy furnished to the Contracting Officer, outlining the pertinent details of the anticipated delay and remedy thereto. However, this notification shall not be construed as a waiver by the Government of any schedule, or date, or other remedies provided by law under this contract. In addition to the above, the contractor shall provide a weekly performance report to DRMS-PHA, with a copy to the COR, listing the following information: All Open Task Order Numbers, Date Issued, and Status (to include whether all removals/deliveries are timely in accordance with the timeframes listed in clause F-8 and, if not, reasons why.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 ACCOUNTING AND APPROPRIATION DATA

DRMS-PHA (OCT 2009)

Shall be stipulated on each task order.

**G-2 DOCUMENTATION REQUIREMENTS, DRMS
ACCEPTANCE, INVOICING AND TRACKING**

DRMS 52.232-9R01E (MAR 2009)

G-2.1 Submission of Documentation to Facilitate Acceptance for Payment

G-2.1.1 The contractor shall submit one complete set of documents per delivery/task order to allow acceptance for payment, as follows:

G-2.1.1.1 A copy of the final waste disposal manifest, a copy of the Basel Convention Transboundary Movement of Waste Movement Document (applicable for international shipments) and any IMO or IMDG shipping documents (also applicable for international shipments) after the document(s) have been signed by the final treatment/disposal facility. Also see Clauses C- 5, PERMITS AND RESPONSIBILITIES; C-12, TRANSPORTATION; C-18, REQUIRED REPORTS; and C- 18.3, TRANS-FRONTIER SHIPPING DOCUMENTS, as these documents are required to be submitted with the invoice.

G-2.1.1.2 DD Forms 1155, Task Orders Forms for pick-up certification, listing all wastes removed, sampling and chemical analysis performed, purchase of containers and signs, waste identification, segregation and packaging/repackaging.

G-2.1.1.3 A copy of all chemical analyses performance, if any.

G-2.1.1.4 Original, plus one copy of the completed DRMS Form E 1683, Manifest Tracking Log.

G-2.2 The above documentation shall be submitted to DRMS Battle Creek. The preferred method is via email at DRMSEUROPETRACKING@dla.mil.

If mailed, please send to the address below. DRMS will not be held responsible for postage.

Defense Reutilization and Marketing Service
ATTN: DRMS J-33
74 Washington Avenue, North
Battle Creek, MI 49037-3092

G-2.3 Acceptance and Invoicing

G-2.3.1 Upon receipt of accurate and complete contractor Manifest Tracking documentation, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (591E) covering all items on the task order within 20 days of receipt of the contractor's original submittal. The contractor will be paid using the Evaluated Receipt Settlement (ERS) process, wherein the Manifest Payment Approval (MPA) will be used as both a goods receipt and an invoice. The contractor will not provide the Paying Office an invoice for services or products provided. Payment to the contractor will be made through Electronic Funds Transfer (EFT) in accordance with the Prompt Payment Act.

G-2.3.2 For Germany: Tax relief may be claimed quarterly by submitting a copy of the applicable 591E Forms together with the corresponding Abwicklungsscheine to:

Defense Finance and Accounting Service
ATTN: DFAS-CO-LC
P.O. Box 369016
Columbus OH 43235-9016, U.S.A.

G-2.3.3 For any discrepancies in payment, contact the contracting specialist or contracting officer at DRMS assigned to this contract

G-2.4 Remedies for Non-Compliance

G-2.4.1 Failure to submit timely and complete documentation for acceptance of payment on a delivery/task order will result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, can utilize other remedies including those indicated below.

G-2.4.2 Note that consideration pursuant to E-4, Inspection of Services – Fixed-Price, can be taken against any open delivery/task order under the contract, not necessarily the delivery/task order with documented deficiencies.

G-2.4.3 By submitting for payment in accordance with the above terms including post-payment documentation requirements, the contractor certifies that all services, including receipt at initial Qualified TSDF and ultimate disposition of the items, conform in all respects with contract requirements.

G-3 CONTRACTING OFFICER'S REPRESENTATIVE

DFARS 252.201-7000 (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

**G-4 CONTRACT MANAGER/
ALTERNATE CONTRACT MANAGER
ON-SITE TECHNICAL REPRESENTATIVE**

DRMS-PHA (OCT 2009)

The contractor shall list below the names and point of contact information for the Contract Manager, Alternate Contract Manager and On-Site Technical Representative as required in paragraph C-4.

| | Name | Point Of Contact Information |
|---|-------------|---|
| Contract Manager | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |
| Alternate Contract Manager | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |
| On-Site Technical Representative | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |

G-5 ADMINISTRATIVE CONTRACTING OFFICER (ACO)

DRMS (APR 1984)

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

SECTION H

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 PASSES FOR ENTRY INTO MILITARY PREMISES

DRMS-AE (OCT 2009)

H-1.1 All personnel are required to have appropriate current and valid working permits and training for the jobs they will perform. Personnel that are required to work on installation must acquire authorization for entry and must use this authorization only for the purpose of performing under this contract.

H-1.2 **Not later than 5 calendar days after award of the contract** and prior to commencement of any work, the contractor shall furnish to the Contracting Officers Representative (COR), in writing and in triplicate, a list of the personnel employed in the performance of the work under this contract, and forward the following documents ;

- 1) List by Name and Address
- 2) Two passport-size photographs
- 3) Copies of the following identification and permits
 - a. **Spanish Citizens**
 - i. One (1) clear copy of Spanish ID card or passport showing employee's picture and full name.
 - ii. Good Conduct Certificate (GCC)
 - b. **Citizens of European Union (EU) other than Spain**
 - i. One (1) clear copy of the employee's resident permit.
 - ii. Good Conduct Certificate (GCC)
 - iii. Country Clearance (See Attachment 12*)
 - c. **Non-U.S. Id cardholders and other citizens of non-EU member countries**
 - i. One (1) clear copy of employee's Spanish work permit and country ID card or passport showing employee's picture, full name, country of issue, and nationality.
 - ii. Good Conduct Certificate (GCC)
 - iii. Country Clearance (See Attachment 12*)
 - d. **U.S. ID cardholders**
 - i. One (1) clear copy of the front of employee's ID card.
- 4) Other information as specified by the contracting officer

* All required forms for the Country Clearance are included in Attachment 12.

H-1.3 **Not later than 5 calendar days after award of the contract** and prior to commencement of any work, the contractor shall furnish to the Contracting Officer's Representative (COR), in writing and in triplicate, a list of private and commercial vehicles, including those belonging to subcontractors, that will be used during contract performance. This list shall include the following information:

- 1) Vehicle Identification Number
- 2) License plate number
- 3) Make/made/year/body type/color
- 4) Company's name/telephone number (Only for applicants in the "Contractor Living in Host Nation" person category)

H-1.4 The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). These procedures will

include the actions required by applicable base regulations for lost and stolen passes. Copies of applicable base regulations shall be provided by the COR after contract award. The contractor shall inform employees that they are subject to search when entering and leaving U.S. installations.

H-1.5 The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual community Commander.

H-2 ISSUANCE OF TASK ORDERS/DELIVERY ORDERS DRMS-PHA (OCT 2009)

H-2.1 Contracting Officer(s) and duly appointed Ordering Officers of DRMS-PHA (Defense Reutilization and Marketing Service-PHA) are authorized to issue task order(s) to the contract within the scope of their authority.

H-2.2 No task order shall be issued unless funds are available. The issuance of a task order shall constitute notice of availability and obligation of funds for the items listed on the task order.

H-3 RESERVED

H-4 RESERVED

H-5 USE OF FACILITIES AND TRANSPORTERS DRMS 52.244-9R01 (DEC 2007)

(a) The contractor shall use only the transporters and facilities from the Qualified Facilities List and Qualified Transporters List. These lists are located on the world wide web (www) at either www.drms.dla.mil. Contractors who do not have access to the World Wide Web may request a copy of the above lists from the contracting officer. See the clause entitled ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 for information on how the contractor may request that a transporter or facility be added to the qualified lists.

(b) DRMS has reviewed these Facilities and Transporters in the past and has no reason to believe that they do not meet the standards included herein. Inclusion of facilities and transporter on the Qualified List does not constitute a determination of the acceptability of these facilities and Transporters for the requirements of this solicitation and any resultant contract or relieve the contractor of any responsibility for performing the contract resulting from this solicitation. It is the offeror's responsibility to ensure that it can perform all work required by this RFP with the firms listed on the World Wide Web, and to propose additions firms under this clause entitled ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 to perform the work required if the firms on the qualified lists cannot meet the requirements. It does not imply consent by the Government to any subcontracts let by the contractor in performance of the contract resulting from this solicitation.

(c) At any time during the period of this contract, the Government may remove a facility from the Qualified Facilities List located on the World Wide Web if any of the following apply:

- (1) The facility is currently closed.
- (2) The facility is identified as a significant non-complier and has not entered into a compliance schedule of similar action.

- (3) The facility has been cited via an administrative order or judicial action, and the facility has not entered into a compliance schedule or similar action within 180 days from the time order or judicial action was issued.
- (4) The facility has exhibited a history of noncompliance or exhibited a lack of "good faith" in correcting violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months, repeated violations may be considered as a lack of "good faith".
- (5) The facility is not permitted to and/or is not capable of handling the property proposed.
- (6) The facility received a negative recommendation as a result of a DRMS inspection visit without substantive evidence of corrected deficiencies.
- (7) The facility stores/treats the waste, and then ships out the regulated DRMS hazardous waste to a facility excluded under the requirements of this paragraph (c).
- (8) The facility's financial assurance is not sufficient to protect the Government's long term interests.
- (9) Facilities those are unable to track property from entry to exit.
- (10) The facility manages property in a manner that causes the generator of the manifest to file exception reports in accordance with EU law.
- (11) The facility has not received any DRMS wastes for a period of twelve consecutive months.
- (12) DRMS is unable to validate/update the required data elements noted in H-6 (b) and (c).
- (13) The facility operates in a manner that is not in accordance with DRMS contract section C clauses.
- (14) The facility does not have/does not enforce 24 hour security measures.

(d) At any time during the period of this contract, the Government may remove a transporter from the Qualified Transporter List if any of the following apply:

- (1) The transporter does not have the appropriate EU/ Host Federal/local permits to transport property under this contract (hazardous or non-hazardous).
- (2) The transporter has exhibited a history of noncompliance (including ADR , local national and local regulations governing hazardous material hauling and motor cannier/marine safety).
- (3) The transporter has been cited via an administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

- (4) The transporter does not have/does not enforce 24 hour security measures
- (5) The transporter received a negative recommendation as a result of a DRMS inspection visit without substantive evidence of corrected deficiencies.
- (6) Transporter transfer locations are unable to track property from entry to exit.
- (7) The transporter has not shipped any DRMS wastes for a period of twelve consecutive months.
- (8) The transporter co-mingles DOD and non-DOD waste prior to receipt at the manifested facility.
- (9) The transporter operates in a manner that is not in accordance with DRMS contract section C clauses.

(e) Transporters or facilities may be deleted at any time from the facilities or transporters lists. DRMS will inform contractors that currently hold DRMS contracts, via letter or facsimile, when facilities or transporters are deleted. Contractors should consult the Qualified Facilities and Qualified Transporters list prior to any actual use under the contract. Facilities or transporters appearing on a qualified list the day a delivery order is issued are in effect for the duration that delivery order is open.

(f) The contractor will not add a fuels blender/burner or ship any subsequent residual waste derived from fuels blending to any facility/burner without prior approval from DRMS. The contractor shall indicate in Section L each transporter that may be used to transport items listed in Section B of the contract. Each transporter must conform to the requirements of this contract and be in good standing with the regulatory community. The contractor agrees that no transporters other than those listed shall be used without obtaining the prior written approval of the Contracting Officer.

H-6 ADDITIONAL TSDFS AND TRANSPORTERS

DRMS 52.244-9R02 (JAN 2000)

a. During the solicitation process or life of the contract the contractor may request to add TSDFS or transporters to the Qualified Facilities List or Qualified Transporters List located on the world wide web (www). TSDFS or Transporters submitted at solicitation closing under this clause will be reviewed and the offeror will be informed if the firm is: Acceptable, Unacceptable, or Acceptable with additional information. If the TSDF or transporter is Acceptable with additional information, the offeror will be given an opportunity to submit the additional information in regards to these firms prior to the request for Final Proposal Revision. Offerors will be informed the reason why a firm is considered unacceptable. Offerors are cautioned that DRMS must have sufficient time to adequately review submittals under this clause. Request for additions to the Qualified List(s) shall be submitted at solicitation closing date, additions after closing date may not provide sufficient time for evaluation. The offeror is responsible for submittal in a timely manner.

b. The proposed TSDFS or transporters will not be added to the Qualified Facilities List or Qualified Transporters List if any of the reasons in H-5(c) and (d) apply. The request by the contractor to have a TSDF or transporter added to the Qualified Facilities List or Qualified Transporters List does not relieve the contractor of his contractual obligation to perform in accordance with the contract terms and conditions including the existing Qualified Facilities List or Qualified Transporters List and existing prices.

Firms submitted by offerors (and approved by DRMS) for addition to the qualified lists prior to contract award will not be added to the www unless the offeror submitting the addition(s) receives award of the contract for which the addition(s) was/were requested. Post-award requests for additions to the Qualified List(s) or requests from TSDFs and transporters to have their firm added to the qualified list(s) will be added to the www upon approval.

c. The contractor shall provide the following information for TSDF's landfills including, but not limited to:

(1)

(a) complete address, telephone number and ID number

(b) cover page/section of permit, (c) permit excerpts specifying acceptable waste streams, (d) permit excerpts specifying storage, treatment and disposal processes, (e) evidence that closure funding is current IAW permit. NOTE: Providing specific regulatory points of contact may expedite DRMS' review. The TSDF EPA identification number will be utilized as the DRMS Base Operating Support System (BOSS) number for administrative purposes.

(2) The contractor shall provide the following information for each facility including, but not limited to:

(a) complete address and telephone number,

(b) cover page/section of primary operating permit(s),

(c) permit excerpts specifying acceptable waste streams,

(d) permit excerpts specifying storage, treatment and disposal processes,

(e) evidence that closure funding is current IAW permit. If there is no permit or regulatory requirement for closure funding, then evidence of satisfactory financial assurance or pollution liability or environmental impairment insurance shall be provided. For those facilities (TSCA, recycling exempt", etc.) having only an authorization letter from the regulator, the contractor shall provide the facility's official application letter(s)/package(s) which specify the required information (b-d.) above. Providing specific regulatory points of contact may expedite DRMS' review. A DRMS created BOSS number will be assigned for the approved non-RCRA facility for administrative purposes.

(3) Each facility proposed by the offeror must have, as a minimum, a permit, insurance, and be in good standing with the regulatory community. The facility must be subject to a regular compliance schedule with the regulatory community. A regular compliance schedule will include, at a minimum, one federal, state or local regulatory inspection during a calendar year.

d. The contractor shall provide the following information for proposed transporters:

(1) Name and address of transporter and Local National identification number.

(2) Evidence of a "satisfactory" rating from the Local National Office of Motor Carriers or equivalent agency.

(3) For each water shipment, provide appropriate Certificates of Documentation, Financial Responsibility and Inspection.

e. The TSDFs and transporters listed on the Qualified Facilities List or Qualified Transporters List for use under this contract are only listed for use subject to all services being performed in accordance with all federal, state, and local laws and regulations and the TSDF's and transporter's permit.

H-7 ANTICIPATED REGULATORY CHANGES

DRMS-PHA (OCT 2009)

As noted in sections B and C, performance under any contract resulting from this solicitation must be in compliance with Spanish Environmental laws and regulations, as well as with any applicable international agreements governing the identification, packing, labeling, placarding and transportation of hazardous waste for transportation and the May 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

H-8 CORRESPONDENCE IN ENGLISH

DRMS-PHA (OCT 2009)

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related task orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

H-9 MINIMUM INSURANCE REQUIREMENTS

DRMS-PHA (OCT 2009)

See also CLAUSE I-58 COMPLIANCE WITH SPANISH LAWS AND INSURANCE, AND ATTACHMENT 12 for companies which are not Spanish Concerns.

Pursuant to Section I, clause 52.228-5, "Insurance - Work on a Government Installation," the minimum insurance requirements are set forth below. The Workmen's Compensation Insurance shall apply to all such persons as fall under the "Workman's Compensation Insurance (Defense Base Act)" clause or the "Workman's Compensation and War Hazard Insurance overseas" clause - whichever one is included in this contract. The Comprehensive Bodily Injury Liability and Comprehensive Automobile Liability policies are to contain a provision, "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

a. The contractor shall, at his own expense, procure and maintain in full force and effect, during the entire performance period of this contract, insurance of the kinds set forth below:

(1) Workman's Compensation Insurance or coverage as set forth by the laws of the government of the host country:

(2) Comprehensive General Liability Insurance as required or prescribed by the laws of the government of the host country:

(3) Property Damage Insurance as required and prescribed by the laws of the government of the host country; and

(4) Vehicle Liability Insurance covering all vehicles used in performance of this contract to include comprehensive bodily injury, third party, and property damage as required and prescribed by the laws of the government of the host country.

b. Before commencing work under this contractor, the contract shall certify to the contracting officer in writing, that he has obtained all necessary coverage and policies for the above insurance and that he will fully comply with all laws, decrees and regulations now in effect or that may be issued during the period of the contract, by the government of the host country, as pertains to the above insurances and coverages. Further, the contractor will ensure that any and all first tier subcontractors, prior to commencement of work hereunder, the insurance set forth above and maintain same in full force and effect during any performance hereunder.

c. The contractor will provide immediate written notice to the contracting officer of any material change and that effect the protection afforded under the above policies, and will provide the same immediate written notice in the event of any cancellation of insurance coverage by the insurer. The contractor shall also maintain any other coverage, and/or any expansion of the aforesaid coverage, as may be necessary to meet the national and local laws at the worksite.

H-10 MINIMUM INFORMATION TECHNOLOGY REQUIREMENTS

DRMS-PHA (OCT 2009)

The Contractor shall have computers and other electronic communication equipment that is capable and necessary to conduct contract electronic commerce, including but not limited to facsimile, e-mail, receipt of Task Orders and other scanned documents or attachments. Currently the US Government has Windows XP operating system, Microsoft Office 2003 Professional, Adobe Acrobat Professional 7.0.5 and, therefore, the contractor's applications software must be compatible with this technology.

H-11 RESERVED

H-12 INDEMNIFICATION

DRMS-PHA (OCT 2009)

Upon receipt/removal of items from the various Government installations, the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

SECTION I CONTRACT CLAUSES

| | | | |
|--|---|----------------------|--------------------|
| I-1 | CLAUSES INCORPORATED BY REFERENCE | FAR 52.252-2 | (FEB 1998) |
| <p>This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: http://farsite.hill.af.mil; http://www.arnet.gov/far; http://acqnet.gov/far/</p> | | | |
| I-2 | DEFINITIONS | FAR 52.202-1 | (JUL 2004) |
| I-3 | GRATUITIES | FAR 52.203-3 | (APR 1984) |
| I-4 | COVENANT AGAINST CONTINGENT FEES | FAR 52.203-5 | (APR 1984) |
| I-5 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | FAR 52.203-6 | (SEP 2006) |
| I-6 | ANTI-KICK BACK PROCEDURES | FAR 52.203-7 | (JUL 1995) |
| I-7 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL AND IMPROPER ACTIVITY | FAR 52.203-8 | (JAN 1997) |
| I-8 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | FAR 52.203-10 | (JAN 1997) |
| I-9 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | FAR 52.203-12 | (SEP 2007) |
| I-10 | PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER | FAR 52.204-4 | (AUG 2000) |
| I-11 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | FAR 52.204-9 | (SEP 2007) |
| I-12 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | FAR 52.209-6 | (SEPT 2006) |
| I-13 | AUDIT AND RECORDS - NEGOTIATION | FAR 52.215-2 | (MAR 2009) |
| I-14 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT | FAR 52.215-8 | (OCT 1997) |

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| I-16 | COMBATING TRAFFICKING IN PERSONS | FAR 52.222-50 | (FEB 2009) |
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| I-23 | TAXES-FOREIGN FIXED-PRICE CONTRACTS | FAR 52.229-6 | (JUN 2003) |
| I-24 | PAYMENTS | FAR 52.232-1 | (APR 1984) |
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| I-26 | EXTRAS | FAR 52.232-11 | (APR 1984) |
| I-27 | INTEREST | FAR 52.232-17 | (OCT 2008) |
| I-28 | PROMPT PAYMENT | FAR 52.232-25 | (OCT 2003) |
| I-29 | DISPUTES ALTERNATE I | FAR 52.233-1 | (JUL 2002) (DEC 1991) |
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| I-34 | GOVERNMENT PROPERTY INSTALLATION | FAR 52.245-2 | (JUN 2007) |

OPERATION SERVICES

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| I-41 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | DFARS 252.204-7003 | (APR 1992) |
| I-42 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DFARS 252.205-7000 | (DEC 1991) |
| I-43 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | DFARS 252.209-7004 | (DEC 2006) |
| I-44 | PRICING ADJUSTMENTS | DFARS 252.215-7000 | (DEC 1991) |
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| I-46 | SUPPLEMENTAL COST PRINCIPLES | DFARS 252.231-7000 | (DEC 1991) |
| I-47 | REQUESTS FOR EQUITABLE ADJUSTMENT | DFARS 252.243-7002 | (MAR 1998) |
| I-48 | PRICING OF CONTRACT MODIFICATIONS | DFARS 252.243-7001 | (DEC 1991) |
| I-49 | TRANSPORTATION OF SUPPLIES BY SEA | DFARS 252.247-7023 | (MAY 2002) |
| I-50 | ORDERING | FAR 52.216-18 | (OCT 1995) |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the end of the 18-month period.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-51 ORDER LIMITATIONS

FAR 52.216-19 (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than €1,500.00 for a combination of services/supplies per Delivery Order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

NOTE: The minimum delivery order amounts do not apply to Expedited Services, nor removals under Waste Management Services (C-24.2.7). A minimum order of six (6) months applies to CLIN N6310.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of €100,000.00

(2) Any order for a combination of items in excess of €200,000.00; or

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-52 INDEFINITE QUANTITY

FAR 52-216-22 (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the listed completion date of the final task order.

I-53 CENTRAL CONTRACTOR REGISTRATION

FAR 52.204-7 (APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed

the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-54 OPTION TO EXTEND THE TERM OF THE CONTRACT

FAR 52.217-9 (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifty-four (54) months.

I-55 OPTION TO EXTEND SERVICES

FAR 52.217-8 (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days before the end of the contract period.

**I-56 PAYMENT BY ELECTRONIC FUNDS TRANSFER -
CENTRAL CONTRACTOR REGISTRATION**

FAR 52.232-33 (OCT 2003)

(a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I-57 COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS

DFARS 252.222-7004 (Jun 1997)

(a) The Contractor shall comply with all Spanish Government social security laws and regulations. Within 30 calendar days after the start of contract performance, the Contractor shall ensure that copies of the documents identified in paragraph (a)(1) through (a)(5) of this clause are available at all reasonable times for inspection by the Contracting Officer or an authorized representative. The Contractor shall retain the records in accordance with the Audit and Records clause of this contract.

- (1) TC1--Certificate of Social Security Payments;
 - (2) TC2--List of Employees;
 - (3) TC2/1--Certificate of Social Security Payments for Trainees;
 - (4) Nominal (pay statements) signed by both the employee and the Contractor; and
 - (5) Informa de Situacion de Empresa (Report of the Condition of the Enterprise) from the Ministerio de Trabajo y S.S., Tesoreria General de la Seguridad Social (annotated with the pertinent contract number(s) next to the employee's name).
- (b) All TC1's, TC2's, and TC2/1's shall contain a representation that they have been paid by either the Social Security Administration Office or the Contractor's bank or savings institution. Failure by the Contractor to comply with the requirements of this clause may result in termination of the contract under the clause of the contract entitled "Default."

**I-58 COMPLIANCE WITH SPANISH LAWS
AND INSURANCE**

DFARS 252.228-7006 (DEC 1998)

- (a) The requirements of this clause apply only if the Contractor is not a Spanish concern.
- (b) The Contractor shall, without additional expense to the United States Government, comply with all applicable Spanish Government laws pertaining to sanitation, traffic, security, employment of labor, and all other laws relevant to the performance of this contract. The Contractor shall hold the United States Government harmless and free from any liability resulting from the Contractor's failure to comply with such laws.
- (c) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, all workmen's compensation, employees' liability, bodily injury insurance, and other required insurance adequate to cover the risk assumed by the Contractor. The Contractor shall indemnify and hold harmless the United States Government from liability resulting from all claims for damages as a result of death or injury to personnel or damage to real or personal property related to the performance of this contract.
- (d) The Contractor agrees to represent in writing to the Contracting Officer, prior to commencement of work and not later than 15 days after the date of the Notice to Proceed, that the Contractor has obtained the required types of insurance in the following minimum amounts. The representation also shall state that the Contractor will promptly notify the Contracting Officer of any notice of cancellation of insurance or material change in insurance coverage that could affect the United States Government's interests.

| Type Of Insurance | Coverage Per Person | Coverage Per Accident | Property Damage |
|---------------------------------|---------------------|-----------------------|-----------------|
| Comprehensive General Liability | \$300,000 | \$1,000,000 | \$100,000 |

- (e) The Contractor shall provide the Contracting Officer with a similar representation for all subcontracts with non-Spanish concerns that will perform work in Spain under this contract.
- (f) Insurance policies required herein shall be purchased from Spanish insurance companies or other insurance companies legally authorized to conduct business in Spain. Such policies shall conform to Spanish laws and regulations and shall:

- (1) Contain provisions requiring submission to Spanish law and jurisdiction of any problem that may arise with regard to the interpretation or application of the clauses and conditions of the insurance policy;
- (2) Contain a provision authorizing the insurance company, as subrogee of the insured entity, to assume and attend to directly, with respect to any person damaged, the legal consequences arising from the occurrence of such damages;
- (3) Contain a provision worded as follows: "The insurance company waives any right of subrogation against the United States of America that may arise by reason of any payment under this policy.";
- (4) Not contain any deductible amount or similar limitation; and
- (5) Not contain any provisions requiring submission to any type of arbitration.

I-59 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) DFARS 252.222-7002 (JUN 1997)

(a) The Contractor shall comply with all-

- (1) Local laws, regulations, and labor union agreements governing work hours; and
- (2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

I-60 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS DFARS 252.223-7006 (APR 1993)

(a) Definitions. As used in this clause—

(1) "Storage" means a nontransitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302).

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

I-61 AUTHORIZATION TO PERFORM

DFARS 252.225-7042 (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

I-62 ASSIGNMENT OF CLAIMS (OVERSEAS)

DFARS 252.232-7008 (JUN 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

I-63 CHOICE OF LAW (OVERSEAS)

DFARS 252.233-7001 (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

**SPANISH TRANSLATION OF CLAUSE I-63 CHOICE OF LAW (OVERSEAS)
(TRADUCCION AL ESPAÑOL DE CLAUSULA I-63 CHOICE OF LAW (OVERSEAS))**

LEY APLICABLE (INTERNACIONAL)

DFARS 252.233 -7001 (JUNIO 1997)

Este contrato será entendido e interpretado de acuerdo con las leyes sustantivas de los Estados Unidos de América. Mediante la celebración de este contrato, el Contratista expresamente acuerda renunciar a todo derecho a invocar la jurisdicción de los tribunales nacionales locales en el lugar de ejecución de este contrato y acuerda aceptar la jurisdicción exclusiva de la Cámara de Apelación de Contratos de las Fuerzas Armadas de los Estados Unidos (*United States Armed Services Board of Contract Appeals*) y el Tribunal de Pleitos Federales de los Estados Unidos (*United States Court of Federal Claims*) para que entiendan y se pronuncien sobre cualquier controversia que pueda surgir conforme a la Cláusula de Controversias de este contrato.

**I-64 DISPUTES: AGREEMENT TO USE ALTERNATIVE
DISPUTE RESOLUTION**

DRMS 52.233-9R02 (APR 2000)

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use FAR Subpart 33.214, Alternative Dispute Resolution (ADR) techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the Contracting Officer.

**I-65 REQUIREMENTS FOR TREATMENT OF WOOD
PACKAGING MATERIAL (WPM)**

DLAD 52.247-9012 (FEB 2007)

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT. **AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.**

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material(WPM) ***used to make shipments under DOD contracts and/or*** acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

**I-66 ADMINISTRATIVE COSTS OF
REPROCUREMENT AFTER DEFAULT**

DLAD 52.249-9000 (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs or repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services regardless of whether any other damages are incurred and/or assessed.

**PART III – LIST OF DOCUMENTS, EXHIBITS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J**

LIST OF ATTACHMENTS

J-1 ATTACHMENTS DRMS-PHA (OCT 2009)

| <u>No</u> | <u>Title</u> | <u>No. of Page(s)</u> |
|-----------|---|-----------------------|
| 1 | Sample DD Form 1155, Task Order Form | 2 |
| 2 | DD Form 1348-1, Issue Release/Receipt Document | 2 |
| 3 | DRMS Form 1683E, Manifest Tracking Log | 2 |
| 4 | Profile Sheets | |
| 4a | TSDR Facility Profile Sheet | 1 |
| 4b | Transporter Profile Sheet | 1 |
| 5 | Hazardous Waste Profile Sheet | 2 |
| 6 | DRMS-PH Form 1, "Hazardous Waste Removal and Disposal Past Performance History" | 1 |
| 7 | RESERVED | |
| 8 | Monthly and Annual Report Format | 1 |
| 9 | Special Equipment Requirements and Government Scale Locations | 1 |
| 10 | Sample Label | 1 |
| 11a | Rota Installation Spill Notification Plan | 76 |
| 11b | Moron Installation Spill Notification Plan | 59 |
| 12 | Country Clearance Requirements and Certificate of Insurance | 10 |
| 13 | Spain Final Governing Standards | 313 |
| 14 | Past Performance Survey | 2 |
| 15 | Acceptable Performance Level (APL) | 1 |

J-2 NOTICE DRMS-PHA (OCT 2009)

Reference SF 33, Item 11, Table of Contents. In accordance with FAR 15.204-1(b), upon award, Part IV (Sections K, L and M) shall not be physically included in the resulting contract. Section K shall be incorporated by reference in the contract.

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERS**

**K-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

FAR 52.252-1 (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>; <http://www.arnet.gov/far>; <http://www.acqnet.gov/far/>

K-2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

FAR 52.204-8 (FEB 2009)

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 562112.
- (2) The small business size standard is \$11.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
 - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- ___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- ___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- ___ (iii) 52.219-22, Small Disadvantaged Business Status.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- ___ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
- ___ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- ___ (ix) 52.227-6, Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K-3 ALTERNATE A, ANNUAL REPRESENTATIONS
AND CERTIFICATIONS**

DFAR 252.204-7007 (JAN 2008)

**K-4 REPRESENTATION OF EXTENT OF (AUG 1992)
TRANSPORTATION BY SEA**

DFAR 252.247-7022 (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K-5 AUTHORIZED NEGOTIATORS/SIGNERS

DRMS-PHA (OCT 2009)

a. The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations (refer to L-7, para.

(c)(2)(iv):

| Name | Title | Telephone No.,/Fax No. /E-Mail |
|-------|-------|---|
| _____ | _____ | Tel: _____ Fax: _____ E-Mail: _____ |
| _____ | _____ | Tel: _____ Fax: _____ E-Mail: _____ |
| _____ | _____ | Tel: _____ Fax: _____ E-Mail: _____ |

b. In accordance with clause L-7, para. (c)(2)(v), the offeror shall provide below the names, titles and telephone and facsimile numbers, e-mail addresses and signatures of persons authorized to sign on its behalf together with evidence of authority. Pursuant to the representations herein, the undersigned have full authority to bind and commit the offeror when completing or signing any clauses. Section I, clause I-64, Choice of Law, commits the offeror to the waiver of jurisdiction and application of the host nation law to any dispute under this contract.

| Name | Title | Telephone No.,/Fax No. /E-Mail |
|-------|-------|---|
| _____ | _____ | Tel: _____ Fax: _____ E-Mail: _____ |
| _____ | _____ | Tel: _____ Fax: _____ E-Mail: _____ |
| _____ | _____ | Tel: _____ Fax: _____ E-Mail: _____ |

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICIES
TO OFFERORS OR RESPONDENTS

L-1 PROPOSAL SUBMISSION (Format and Content)

DRMS-PHA (OCT 2009)

L-1.1 The following describes the information that must be furnished as part of the proposal and the format in which it must be presented. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

L-1.2 Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume I and Volume II. Offerors shall follow the provisions in Clause L.8, DRMS ELECTRONIC PROPOSALS when submitting their proposals.

L –1.3 Hand carried proposals shall be delivered to:

Defense Reutilization and Marketing Services
DRMS-PHA, Attn: Jan E. Bonnet
Mannheimer Strasse
Kleber Kaserne, Bldg. 3227, Room 306
67657 Kaiserslautern, Germany

Mailed proposals shall be forwarded to:

Defense Reutilization and Marketing Services,
DRMS-PHA, Attn: Jan E. Bonnet,
APO 09227, Unit 23152,
Mannheimer Strasse,
Kleber Kaserne, Bldg. 3227, Room 306
67657 Kaiserslautern, Germany

NOTE: ELECTRONIC PROPOSALS MUST BE RECEIVED BY THE PROPOSAL CLOSING DATE AND TIME.

L –1.4 Offerors are advised that changing the Excel spreadsheet content (i.e. CLIN descriptions, page format, fonts, etc.) in any way, save to enter pricing, may render the proposal non-responsive).

L-2 PROPOSAL SUBMISSION (FORMAT AND CONTENT)
(HAZARDOUS WASTE DISPOSAL SOLICITATIONS)

DRMS 52.215-9R07 (JUN 2007)

The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(a) **FORMAT:** Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume I, Volume II and Volume III.

(1) **VOLUME I:** Proposal Certifications and Price Schedule, (original and two copies, except when submitting Electronic Proposals). Offerors automated duplication of the solicitation price

schedule contained in Section B of this solicitation is neither necessary nor desired, unless submitting electronically.

(2) VOLUME II: Past Performance Proposal (three copies, except when submitting Electronic Proposals). The submission of clause L-3, Past Performance Proposal OCONUS is mandatory for offerors without current (within the last 2 years) relevant DRMS past performance but optional for offerors with current relevant DRMS past performance. No past performance proposal are required from firms with current relevant DRMS past performance. The Government will use the data submitted in the Past Performance Proposal, as well as data available from other sources, within the last 2 years to evaluate past performance. The Government will also consider the optional, current proof of a Quality Certification (ISO or comparable).

(3) VOLUME III. Mandatory Socioeconomic Proposal (Only if clause FAR 52.219-9 is included.), Optional DLA Mentoring Business Agreement, and Mandatory Subcontracting Plan (Large business only). Three copies (except when submitting Electronic Proposals) of each proposal and/or plan are required. Subcontracting plans are required from large businesses only. If Block 6a of the DoD Form 1707 is checked, socioeconomic proposals are required from large businesses and optional for small businesses.

(4) Proof of a Quality Certification (i.e., ISO 14001 or similar) in Environmental Management if, available.

(c) MINIMUM CONTENT:

(1) VOLUME I, Proposal Certification and Price Schedule shall contain:

(i) Section A of solicitation, Standard Form 33, completed and signed by an authorized representative on behalf of the offeror (refer to clause L-8 for Electronic Proposals).

(ii) Section B of solicitation (schedule of prices for each item);

(iii) Section G of solicitation (Contract Administration Data);

(iv) Section K of solicitation (Representations, Certifications and other Statements of Offeror);

(2) VOLUME II, L-3, Past Performance Proposal OCONUS.

(3) VOLUME III, Mandatory Socioeconomic Proposal (if clause FAR 52.219-9 is included) (see clause L), Optional DLA Mentoring Business Agreement (see clause L.) and Mandatory Subcontracting Plan (large business only), copy of certification in environmental management showing proof of meeting quality standards such as ISO Certification or certification of a similar nature.

L-3 PAST PERFORMANCE PROPOSAL OCONUS

DRMS-PHA (OCT 2009)

(a) The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar requirement within the last two years. The information provided should support a qualitative review of the offeror; and/or; the offeror's principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to

contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data for either the firm; and/or principal subcontractor(s); and/or key employees of the firm, on Section J, Attachment 6. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(i) If the offeror elects to provide principal subcontractor past performance, the offeror shall provide the principal subcontractors consent allowing the Government to disclose negative past performance information to the offeror.

(2) Offerors shall send out the Past Performance Survey at Section J, Attachment 14 to each reference and principal subcontractor listed on Section J, Attachment 6 and request that each reference and principal subcontractor forward the completed survey directly to Mr. Jan E. Bonnet (jan.bonnet@dla.mil) by the solicitation due date located on SF 33, block 9.

(3) Narrative information regarding conformance to specifications, adherence to schedules, trans-boundary and Basel notifications and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to Section J, Attachment 14. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation. (For Hazardous Waste Disposal RFPs provide data in terms of waste quantities, variety of pickup locations and waste streams, performance timeframes, and complexities of services to determine relevancy of the work).

(b) Experience:

(1) Offeror shall submit qualifications of either the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered (If hazardous waste disposal services provide waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class), performance timeframes, experience with trans-boundary movement of waste (Basel notifications) and complexities of services.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

Article 4, Paragraph 5 of the 1989 Basel Convention on the Control of Transboundary Movement of Hazardous Waste and their disposal, provides that, “ a Party shall not permit hazardous waste or other waste to be exported to a non-Party or to be imported from a non-Party.” In developing responsive proposals, therefore, Offerors should consider the various contingencies possible if the proposed transit countries as well as the country of final destination do not approve the Basel notification.

L-5 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER FAR 52.204-6 (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

L-6 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE

FAR 52.214-34 (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L-7 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION

FAR 52.215-1 (JAN 2004)

(a) *Definitions.* As used in this provision --

"*Discussions*" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"*In writing*," "*writing*," or "*written*" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"*Proposal modification*" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"*Proposal revision*" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"*Time*," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L-8 DRMS ELECTRONIC PROPOSAL GUIDANCE

DRMS 52.215-9R03 (DEC 2009)

- (a) You must submit your offer/quote via paperless electronic media (see paragraph b. below) with the information required by FAR 52.215-1(c), FAR 52.212-1 and DRMS Clauses 52.215-9R05 or 52.215-9R07. Offers or quotes submitted in paper form are unacceptable and will be returned. You must submit your electronic proposal and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following acceptable electronic formats:
- (1) Files readable using these Microsoft Office® Products: WORD, EXCEL, POWERPOINT, or ACCESS. Spreadsheets must be sent in a file format that includes all formulas, macro and format information. Print image (scanned document that cannot show the calculations) is not acceptable.
 - (2) Files in Adobe® PDF (Portable Document Format).
 - (3) Files in HTML (Hypertext Markup Language): HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
 - (4) Other electronic formats: Before preparing your offer/quote in any other electronic format, you must send an e-mail to the P.O.C. at: jan.bonnet@dla.mil to obtain a decision as to the format's acceptability. This e-mail must be received by the P.O.C. no later than ten calendar days before the closing date. Failure to e-mail the P.O.C. within this timeframe to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (b) Acceptable media: You must submit your offer or quote via CD-ROM or E-mail. Identify the software application, and version, that you used to create each file submitted.
- (1) CD-ROM via U.S. Mail or other carrier: Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c). Your attention is also called to the entirety of that provision—all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s) (one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Submit ONLY ONE (1) of each disk (no additional copies required).
 - (2) E-MAIL: If you choose to use e-mail, mail your offer/quote to: jan.bonnet@dla.mil. DO NOT E-MAIL OFFERS/QUOTES TO THE P.O.C. Questions, however, should be emailed directly to the P.O.C. The subject line of the e-mail must read "OFFER/QUOTE – [solicitation number], COMPANY NAME, CLOSES [closing date]". Use only one of the terms OFFER or QUOTE depending on what it is you are submitting.

Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3". Offers/quotes submitted by E-mail are submitted at the Contractor's risk. DRMS cannot guarantee the security of the offer/quote if it is submitted via E-mail.

NOTE: Please select only one medium by which to transmit each submission. For instance, do not submit an offer via CD-ROM AND e-mail.

- (c) Lateness rules for submitted disks and e-mail submissions are outlined in FAR 52.215-1 and FAR 52.212-1(f). Pay particular attention to the provisions that relate to the timing of e-mail submissions.
- (d) Security Note: If you choose to password-protect your offer, you must provide the password to DRMS before the closing date. Contact the P.O.C. (identified in paragraph (a)(4)) to arrange a means of providing it.
- (e) Electronic submissions must include, as a minimum:
 - (1) Signature: If submitting a scanned version of a completed SF33/SF18/SF1449 cover sheet, a signature must be present on the document. If you choose to submit your offer/quote on a CD-ROM (and you do not wish to include a scanned signed copy of the SF33/SF18/SF1449) you must clearly mark the label of the CD with the solicitation number, company name, along with the printed and signed name of person authorized to submit the offer/quote. Authentication for e-mailed submissions is verified by the offeror's return address. E-mail submission received from a third party is not acceptable.
 - (2) All applicable fill-in provisions.
 - (3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.
 - (4) Any other information required by the solicitation.
- (f) See FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
- (g) Offerors shall make every effort to ensure that their submission is virus-free. Submissions (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph f. above.

L-9 TYPE OF CONTRACT

FAR 52.216-1 (APR 1984)

The Government contemplates award of a fixed unit price indefinite delivery indefinite quantity type contract resulting from this solicitation.

L-10 EVALUATION OF FOREIGN CURRENCY OFFERS**FAR 52.225-17 (FEB 2000)**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using <http://www.federalreserve.gov/econresdata/releases/statisticsdata.htm> in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

L-11 SERVICE OF PROTEST**FAR 52.233-2 (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Defense Reutilization and Marketing Service
ATTN: DRMS-PHA
APO 09227, Unit 23152
Mannheimer Str.
Kleber Kaserne, Bldg. 3227, Room #306
67657 Kaiserslautern
Germany

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-12 AGENCY PROTESTS**DLAD 52.233-9000 (SEP 1999)**

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979". (Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

L-13 SITE VISIT**FAR 52.237-1 (APR 1984)**

Offerors or quoters are **urged and expected to inspect the site where services are to be performed** and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

NOTE: Requests for Site Visits together with Country Clearance and Insurance Requirements as detailed in Attachment No. 12*, must be coordinated through the Office of Defense Cooperation Clearance Section (ODC/CL) and Cc the DRMO Rota Point Of Contract (POC):

ODC/CL
clearance@odcspain.org
Tel: 0034-91543-2829
Fax: 0034-9159-7040
Website: http://www.embusa.es/odc/indexen.html

DRMO Rota:
Joe Beyer, Contracting Officer Representative
Tel: 0034-95682-1360
Fax: 0034-95682-1374
Joseph.Beyer@dla.mil

*** Requests for site visits by any personnel without prior clearance to NS Rota and other personnel not covered under the Status Of Forces Agreement (SOFA) that are traveling to Spain are required to fill out a Country Clearance Requirements Form which includes insurance requirements applicable to Site Visits. The completed documents shall be submittal to the Office of Defense Cooperation (ODC) with a minimum lead time for processing by ODC of 21 duty days. Copies of this document must also be sent to DRMO Rota, POC Joe Beyer joseph.beyer@dla.mil.**

See link for information:
https://www.cnic.navy.mil/Rota/AboutUs/VisitorInformation/ContractPersonnel/CountryClearanceRequirementsforEmployeesandOtherCivilianPersonnel/index.htm.

**L-14 COMMERCIAL AND GOVERNMENT ENTITY
(CAGE) CODE REPORTING**

DFARS 252-204-7001 (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

L-15 DISCLOSURE OF OWNERSHIP OR CONTROL

DFARS 252.209-7001 (SEP 2004)

BY THE GOVERNMENT OF A TERRORIST COUNTRY

(a) *Definitions.* As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

L-16 AUTHORIZATION TO PERFORM DFARS**252.225-7042 (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

L-17 SUBMISSION OF OFFERS IN OTHER THAN UNITED STATES CURRENCY**DRMS-PHA (OCT 2009)**

(a) Offers may be submitted in United States dollars only if (1) contractor is a US company, or (2) contractor has an account at a bank located in the US. Otherwise, offers must be submitted in the currency common to the contractor's location (Euro, British Pounds, etc.). Offers not submitted in currencies as stated herein, shall be considered nonconforming and nonresponsive.

(b) All offers shall be evaluated for determination of award by converting all foreign currencies to equivalent United States dollars by using the official United States Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(c) When a "request for final proposal revision" offer is requested and received, in accordance with the applicable solicitation's terms and conditions, offers shall be evaluated by converting all foreign currencies to equivalent United States dollars by using the official United States Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

L-18 HAND-CARRIED AND COMMERCIALY DELIVERED BIDS**DRMS-PHA (OCT 2009)**

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the bid depository at the location stated below, prior to the time set for receipt of offerors.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Defense Reutilization and Marketing Service
ATTN: DRMS-J-761
Mannheimer Str.
Kleber Kaserne, Bldg. 3227, Room #306
67657 Kaiserslautern, Germany
TEL: ++ 49 (0) 631 411 5325

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement, stated above, that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must assure that this information is prominently displayed on the outside of the delivery container.

L-19 OFFER PREPARATION COSTS**DRMS-PHA (OCT 2009)**

This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit (s) the Contracting Officer may request for the purpose of clarification of the offer.

**L-20 STANDARD FORM 33 (SF 33), SOLICITATION,
OFFER AND AWARD**

DRMS-PHA (OCT 2009)

(a) The SF 33 is being used for this solicitation. Upon submission of the SF 33 by the vendor, the offer can be unilaterally accepted by the Contracting Officer to form an award.

(b) The SF 33 must be signed by a representative of the firm authorized to commit the firm to contractual obligations. The authority to sign a price quotation for information purposes, but not an offer subject to unilateral acceptance by the Contracting Officer, is not sufficient authority to sign the SF 33.

(c) SF 33, Blocks 12 through 18, and solicitation Sections B and K must be completed by the offeror.

(d) Any erasures, cross outs or changes made must be initialed by the person signing the SF 33. All information should be typed or neatly printed in ink.

L-21 RESERVED

L-22 PRE-AWARD SURVEY

DRMS-PHA (OCT 2009)

a. The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial or similar abilities to perform prior to the award of a contract.

b. If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time or submitted when requested.

c. Offerors are advised that accomplishment of this survey is a part of the evaluation process and is NOT to be construed as an indication that an offeror will receive the resultant award.

L-23 ALTERNATE PROPOSALS

DRMS (AUG 1994)

The Government will consider, to the extent that time constraints allow, proposals which are based upon changes in the terms and or conditions of this solicitation.

The alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the offeror's proposal.

L-24 FACSIMILE PROPOSALS

DRMS-PHA (OCT 2009)

(a) Definition: Facsimile proposal as used in this provision applies only to Final Proposal Revisions submitted under this solicitation.

(b) Offers may submit facsimile proposals as a response to a request for Final Proposal Revisions if authorized in the request letter.

(c) The telephone number of receiving facsimile equipment is: ++ 49 (0) 631 411 5225.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the Final Proposal Revision;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it was received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to made award solely on the facsimile Final Proposal Revision. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed Final Proposal Revision.”

L-25 SUBMISSION OF ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS AND OF FINAL PROPOSAL REVISIONS (FPRs) BY FACSIMILE

DRMS 52.215-9R09 (DEC 2000)

(a) Offerors may acknowledge the receipt of solicitation amendments by facsimile, unless L.40 is included in this solicitation. Acknowledgment of solicitation amendments must contain the required signatures.

(b) Offeror may submit FPRs by facsimile, unless DRMS 52.215-9R06 ELECTRONIC (PAPERLESS) PROPOSAL RESPONSE REQUIRED, (L-40 Clause) is included in this solicitation. FPRs must arrive at the place and time specified in the solicitation, and must contain the required signatures.

(c) Offerors are required to promptly submit the original of any signed document.

(d) The Government will not be responsible for any failure attributable to the transmission of electronically submitted or facsimile documents. The Government will notify the offeror of any illegible facsimile copies received. The DRMS-P facsimile receiving data is as follows:

(1) fax number: ++ 49 631 411 5225

(2) Equipment Make and Model: Canon FAXPHONE L170

(3) E-mail address:

(e) Submission of an initial proposal by facsimile is not acceptable.

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 EVALUATION OF OPTIONS

FAR 52.217-5 (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s)

M-2 EVALUATION FACTORS FOR OCONUS AWARD

DRMS-PHA (OCT 2009)

(a) The Government will make award to the single, responsible offeror whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price and any other factors listed.

(b) Awards will be based on whatever is most advantageous to the Government.

(c) Evaluation factors are listed in descending order of importance:

(1) Past Performance (Most important).

(2) Price (less important than Past Performance, but still a significant factor).

(d) Evaluation of Past Performance:

(1) Past performance on references that are of a similar nature to the subject solicitation (see (6) below) Subfactor: Experience in performing work of a similar nature to the subject solicitation (see (7) below)

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance and experience will have a lower performance risk than an offeror with a less than exceptional record of performance.

(3) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance. For hazardous waste disposal solicitations offerors having no relevant past performance in terms of waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class) in addition to the above items will also be considered by the Government as having no relevant past performance. The Government will evaluate past performance and experience in accordance with submission requirements of Clause L-3 Past Performance Proposal OCONUS.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Offerors lacking relevant past performance will not receive negative or positive consideration in the evaluation of this element as the performance risks are unknown and therefore cannot be assessed.

(5) Past performance will be rated on an adjectival scale. The Government's conclusions about the overall quality of the offeror's past performance and experience will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means **how well** the offeror conformed to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer.

(7) By experience, a sub-factor of past performance, the Government means **whether** a contractor's firm, principal subcontractor, or key personnel has performed similar work before.

(e) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.